



**CITY OF FAIRFIELD
FAIRFIELD CITY COUNCIL
TUESDAY, MARCH 2, 2021; 6:00 PM
VIA ZOOM: [https://fairfieldca.zoom.us/j/93277001430?](https://fairfieldca.zoom.us/j/93277001430?pwd=NkRqYUIDOHBSWk80SDZTVUJYenk3UT09)
[pwd=NkRqYUIDOHBSWk80SDZTVUJYenk3UT09](https://fairfieldca.zoom.us/j/93277001430?pwd=NkRqYUIDOHBSWk80SDZTVUJYenk3UT09)
.....PASSCODE: 7074287400**

AGENDA

Notice to Public

The City of Fairfield is committed to providing meeting facilities that are accessible to persons with disabilities and/or have language barriers. To request meeting materials in alternative formats, or to request a sign language interpreter, real-time captioning, or other accommodation, please contact Amber Alexander, Deputy Clerk, at least 72 hours in advance of the meeting at (707) 428-7402.

For individuals with hearing or speaking limitations, dial 7-1-1 or (800) 735-2922 (English). For Spanish, Tagalog or other language, please dial (800) 855-3000 and provide the communication assistant with the following City telephone number: (707) 399-4010.

Consistent with the Governor's Executive Order N-29-20 regarding public meetings during the COVID-19 emergency, City Councilmembers may attend the meeting telephonically. Members of the public can observe the meeting on Comcast Cable Channel 26, ATT U-Verse 99, and web-streamed live <http://www.fairfield.ca.gov/live>, or at www.youtube.com/user/FFCATV/live.

**Members of the public may join the meeting via Zoom using the following link:
<https://fairfieldca.zoom.us/j/93277001430?pwd=NkRqYUIDOHBSWk80SDZTVUJYenk3UT09>
Passcode: 7074287400 Or join by phone: Dial: +1 669 219 2599 or +1 669 900 6833 or +1 213 338 8477 or +1 408 638 0968 Webinar ID: 932 7700 1430 Passcode: 7074287400**

CALL TO ORDER 6:00 PM

ROLL CALL

Councilmember Pam Bertani
Councilmember Cat Moy
Councilmember Doriss Panduro
Councilmember Chuck Timm
Councilmember Scott Tonnesen
Vice-Mayor Rick Vaccaro
Mayor Harry Price

INVOCATION - Elder Jerome Childs, Church of the Living God

PLEDGE OF ALLEGIANCE

COUNCIL REPORTS

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

PUBLIC COMMENTS

Persons wishing to address the City Council on subjects not on the agenda but within the jurisdiction of the Council may do so at this time. The Council cannot discuss or take action on matters not on the agenda for this meeting, but Councilmembers may briefly respond to statements made or questions raised by the public, ask for clarification from staff, refer the matter to staff, request staff to report back to the Council at a subsequent meeting, or place the matter on a future agenda.

PUBLIC COMMENT INSTRUCTIONS: When joining via Zoom, please use the “raise your hand” feature or press *9 on your phone to request to speak. You will be called on by name and will have three minutes to speak. Members of the public wishing to submit their comments via email can email cityclerk@fairfield.ca.gov. These comments will be forwarded to Council for review but will not be read aloud during the meeting.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a member of the Council or the public requests that separate action be taken on a specific item.

1. Resolution 2021-38 of the City Council of the City of Fairfield Approving a Product and Services Agreement for a Recreation Management Software System with Active Network, LLC
Recommended Action
Adopt resolution.
Funding Source
\$160,134; Computer Systems P&R Registration Fund
Contact: Ron Puccinelli, (707) 428-7582
2. Resolution 2021-39 of the City Council of the City of Fairfield Accepting the Pavement Maintenance Project 2020 Chadbourne, Beck, Courage as Complete
Recommended Action
Adopt resolution.
Funding Source
N/A
Contact: Roger Dunham, (707) 428-7478
3. Resolution 2021-40 of the City Council of the City of Fairfield Accepting the Business Center Drive Extension Improvements as Complete
Recommended Action
Adopt resolution.
Funding Source

N/A

Contact: Roger Dunham, (707) 428-7478

4. Resolution 2021-41 of the City Council of the City of Fairfield Accepting the Subdivision Improvements for the Jayo Subdivision as Complete; and

Resolution 2021-42 of the City Council of the City of Fairfield Accepting the Landscape Improvements for the Jayo Subdivision as Complete

Recommended Action

Adopt resolutions.

Funding Source

N/A

Contact: Roger Dunham, (707) 428-7478

5. Resolution 2021-43 of the City Council of the City of Fairfield Authorizing the Fire Department to Apply for the Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response Grant

Recommended Action

Adopt resolution.

Funding Source

N/A

Contact: Anthony Velasquez, (707) 436-7226

6. Approval of City Council Meeting Minutes for January 29, 30, and February 8, 2021

Recommended Action

Approve minutes.

Funding Source

N/A

Contact: Amber Alexander, (707) 428-7402

NEW BUSINESS

7. Resolution 2021-44 of the City Council of the City of Fairfield Approving the Report of the Advisory Board for 2020 and Proposed Budget for Calendar Year 2021 in Connection with the North Texas Street Business Improvement District;

and Resolution 2021-45 of the City Council of the City of Fairfield Declaring Intention to Levy an Assessment Against Businesses within the North Texas Street Business Improvement District for Calendar Year 2021 and Setting a Time and Place for Hearing Objections Thereto

Recommended Action

Adopt resolutions.

Funding Source

N/A

Contact: Dwayne Dalman, (707) 428-7649

PUBLIC HEARINGS

8. Public Hearing;

and First Reading and Introduction of Ordinance 2021-02 of the City Council of the City of Fairfield Amending Section 25.38 (Density Bonus) of the Fairfield Municipal Code to Adopt Regulations to Conform with State Density Bonus Law (California Government Code Section 65915)

Recommended Action

Hold public hearing; waive full reading, read by title only; and introduce ordinance for first reading.

Funding Source

N/A

Contact: Brian K. Miller, (707) 428-7446

9. Public Hearing;

and First Reading and Introduction of Ordinance 2021-03 of the City Council of the City of Fairfield Amending Chapter 25, Article I of the Fairfield City Code (Also known as the Zoning Ordinance of the City of Fairfield) Amending the Zoning Map of the City of Fairfield to Rezone Two Parcels at the Southwest Corner of Peabody Road and Cement Hill Road from IL (Limited Industrial) (APN: 0170-250-030 and -040) to CN (Neighborhood Commercial)

Recommended Action

Hold public hearing; waive full reading, read by title only; and introduce ordinance for first reading.

Funding Source

N/A

Contact: Brian K. Miller, (707) 428-7446

10. Public Hearing;

and Discussion and Direction on (1) Award Preliminary Approval to Operate a Commercial Cannabis Retail Business in the City to Two Finalists, (2) Direct Staff to Prepare a Resolution for Adoption that Authorizes the City Manager to Issue a Commercial Cannabis Retail Permit to Operate a Commercial Cannabis Retail Business in the City to each of the Two Selected Finalists in Accordance with the Requirements and Procedures for Operation in Fairfield Municipal Code Chapter 10E and Any Conditions of Approval, and (3) Provide Direction to Staff in Identifying any Additional Conditions of Approval, Such as Community Benefits, to be Included with the Resolution Authorizing the Issuance of a Commercial Cannabis Retail Permit

Recommended Action

Hold public hearing; hear presentations; award preliminary approval to two commercial cannabis business retail operators; and provide direction to staff for additional conditions of approval to be included in a future resolution to authorize the City Manager to issue commercial cannabis business retail permits.

Funding Source

N/A

Contact: Amy Kreimeier, (707) 428-7450

ADJOURN TO TUESDAY, MARCH 16, 2021, 6:00 P.M., VIA TELECONFERENCE.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Fairfield to all or a majority of the Fairfield City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, in the 4th floor lobby, 1000 Webster Street, Fairfield, California during normal business hours.

PUBLIC NOTIFICATION


I, Amber Alexander, Deputy City Clerk, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Fairfield City Council, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 1000 Webster Street, Fairfield, California on Wednesday, February 24, 2021.



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-38 of the City Council of the City of Fairfield Approving a Product and Services Agreement for a Recreation Management Software System with Active Network, LLC

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The City of Fairfield ("City") Parks & Recreation Department ("Parks & Rec") requires a Recreation Management Software System to handle the recreational and after-school/childcare program registrations, facility and field rental reservations and tracking scholarships and donations.

DISCUSSION

The City's Parks & Rec Department offers a wide range of programs, classes, and recreation activities for families, adults, and youth throughout the year, including pre-school and after-school programs, day camps and summer camps, various art and enrichment classes, special events, sports, and swimming.

The current legacy system is broken and there is little to no support from the vendor. Staff have been managing registrations, reservations and payments manually - via emails, phone and counter service. This workaround, while lengthy and burdensome for both staff and public, has been feasible because the pandemic has limited many activities. With the approach of busier seasons and the potential lifting of restrictions, the City anticipates registrations for activities to increase, as will the need for an efficient and modern registration system.

Active Network was chosen through the City's RFP process to provide online registration/reservation system, enabling the public to register/reserve and pay at the counter or online. Active Network provides the public online access to check availability of programs, facilities and/or classes in real time. Thus, it allows the Parks & Rec Department to share information via email and/or applications, via mobile/tablets, directly to the public. Also, the system enables the public to register and pay for these City managed activities without having to travel to City offices or be in the physical presence of City staff.

While Active Network provides the ability to accept online payments of program registrations and facility/field reservation fees, it also tracks revenue, refunds, taxes, and other fees collected in conjunction with our financial and credit card payment systems.

FINANCIAL IMPACT

The initial term is for 3 years for a total of \$160,134. The first year includes the ActiveNet Advance 5 "Go-Live Support" initiation and installation support for a total amount of \$89,528. The following two years each have an annual subscription fee of \$35,303. Termination of the contract by the City is upon 90 days written notice and payment of an early termination fee in the amount of \$35,000. The cost of the new registration system is budgeted in the Computer Systems P&R Registration System Fund (522-99-512).

CITY COUNCIL WORKPLAN

Community Safety

Community Infrastructure

Quality of Life

*Financial and Operational
Sustainability*

Economic Development

*Travis Air Force
Base*

City Council Goal this item supports:

Financial and Operational Sustainability

Project:

Routine item not recommended for inclusion in the Workplan

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

Council may choose not to enter into this agreement with Active Networks with the result that staff and the public would continue to use the manual process currently in place. The manual process is not consistent with expectations of service our citizens expect; therefore it is in the City's best interests to adopt a modern registration system with online functionality.

STAFF CONTACT

Jeffrey Bertany, IT Manager
(707) 428-7531
jbertany@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office, Parks and Recreation Department

ATTACHMENTS:

Proposed Resolution

Proposed Product and Services Agreement

REVIEWERS:

Reviewer

Puccinelli, Ron

Pirouzmand, Farbod

Alexander, Amber

Alexander, Amber

Action

Approved

Approved

Approved

Approved

Date

2/8/2021 - 6:32 PM

2/8/2021 - 7:09 PM

2/17/2021 - 4:51 PM

2/22/2021 - 12:00 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2021- 38

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING A PRODUCT AND SERVICES AGREEMENT FOR A RECREATION MANAGEMENT SOFTWARE SYSTEM WITH ACTIVE NETWORK, LLC

WHEREAS, the City of Fairfield (“City”) desires to implement a recreation management software system to streamline the City’s Parks and Recreation class registration processes under one centralized program; and

WHEREAS, Active Network, LLC responded to an open Request for Proposals and was deemed to best meet the City’s requirements for a recreation management software program; and

WHEREAS, the City desires to enter into a Product and Services Agreement with Active Network, LLC for a recreation management software system, as described in the attached agreement, for \$160,134 for a 3-year initial term.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The agreement between the City and Active Network LLC, attached hereto as the Product and Services Agreement (the “Agreement”), is hereby approved, with such changes as may be approved by the City Manager.

Section 2. The City Council hereby authorizes the City Manager to do all things necessary to implement this resolution and to execute this agreement.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Fairfield	ADDRESS:	1000 Webster St., Fairfield, CA 94533
CONTACT NAME:	Jeffrey Bertany	TELEPHONE:	(707) 428-7531
EMAIL:	jbertany@fairfield.ca.gov		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: <u>Randy L. Skemp</u>
Name: _____	Name: <u>Randy L. Skemp</u>
Title: _____	Title: <u>VP of Sales</u>
Date: _____	Date: <u>2-4-2021</u>

Active Network, LLC
717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s). Client will be notified prior to any EULAs being incorporated in this Agreement.

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, and subject to the limitations and requirements set forth in the Agreement, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) other identified valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) unless required by law, contest or do or aid others in contesting or challenging the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of

security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

3.5. Client's confidentiality obligations in Section 3.2 above are modified to provide that disclosure of certain material by Client may be required due to its status as a governmental entity under the California Public Records Act (Gov. Code § 6250 et seq.). Client agrees to apply any and all available exceptions under the California Public Records Act to disclosure of its records containing any Protected Materials and to promptly notify Active of any pending disclosure request under California Public Records Act pertaining thereto to enable Active to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. NEITHER PARTY WILL BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT THE PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THREE (3) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, THIS DOES NOT AFFECT CLAIMS ARISING FROM NEGLIGENCE OR MISCONDUCT, CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT, ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 INTENTIONALLY LEFT BLANK.

4.3 INTENTIONALLY LEFT BLANK.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid. Upon termination, Active will pay Client all sums or fees due within thirty (30) days of termination.

5.3. Active will, at Client's request, deliver to Client a file containing Client Data for download in a commercially-reasonable standard format, such as comma separated value (.csv) or extendible markup language (.xml), along with attachments in their native format as stored by Active, within a reasonable time upon Active's receipt of

Client's written notice requesting the same made not more than thirty (30) days after the termination of this Agreement for any reason. Upon conclusion of thirty (30) days, inclusive, after termination of this Agreement for any reason, Active will have no obligation to maintain or provide such Client Data to Client and Active shall thereafter delete all Client Data in Active systems or otherwise in Active's possession or under Active's control. If requested by Client, Active will certify that it has returned or destroyed all copies of the applicable Client Data using commercially reasonable measures and acknowledges that its rights to use the same are relinquished. Active will use commercially reasonable methods to delete Client data from their systems and provide certification for that removal where required.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 15 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval; however, Active shall provide written notice of such assignment within 30 days after assignment unless otherwise legally prohibited from doing so. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3, 4, 5, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party

Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of California, without giving effect to the conflict of law provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"Active" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"Desktop Software" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides during the term of the Agreement and as approved in writing in advance by Client. As noted above, Client is California Public Records Act (Gov. Code § 6250 et seq.). Client agrees to apply any and all available exceptions under the California Public Records Act to disclosure of its records containing any Protected Materials and to promptly notify Active of any pending disclosure request under California Public Records Act pertaining thereto to enable Active to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Parks and Recreation Department Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Active understands and agrees that the Client may contract with providers of registration software and other services similar to the Software and Services provided under this Agreement for general City programs and programs or events initiated by other Client departments. In the event that Active feels that Client has contracted with a provider in violation of this provisions, Active will contact Client and provide an opportunity to resolve any dispute prior to taking any other action.

2.3. Intentionally left blank.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

3.3. The parties agree that the representative for the Client shall be the IT Manager and the representative for Active shall be the Account Manager. Both parties shall only rely on the direction of the other parties' designated representative regarding any aspect of the Agreement.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the

card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. Client is not entering into this Product Attachment and using the Services and/or SaaS for the benefit of any third-party Event or organization ("**Third Party Recipient**") and shall not request Active to submit payment to any Third Party Recipient.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of any chargebacks daily, including the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. To the extent not prohibited by law, Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; or (v) any claims for refunds, reversals or chargeback requests from End Users..

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with renewals (each, a "**Renewal Term**") by mutual written agreement of the parties. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

6.4. Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

6.5. Client may terminate Agreement without cause upon 90 days' advance written notice and payment of an early termination fee in the amount of \$35,000.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "Change of Control").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Active shall, at its sole cost and expense, defend, hold harmless and indemnify Client and its elected officials, officers, attorneys, agents, and employees, (collectively "Client Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses, including reasonable fees of attorneys, (collectively "Liabilities") which arise out of, the negligent acts or omissions of Active, its officers, agents, or employees,) in the performance of this Agreement. For the avoidance of doubt, Active shall not be obligated to indemnify any Client Indemnitees hereunder to the extent any damage results from the negligence or willful misconduct of a Client Indemnitee. It is here agreed by both parties that the rules of comparative negligence shall apply under this Agreement and under no circumstance shall Active indemnify, hold harmless or defend Client for Client's own negligence or other fault of a third-party for whom Active is not legally responsible.

10. INSURANCE.

10.1. During the term of this Agreement, Active will keep in force the following insurance at its expense:

- 10.1.1. Commercial General Liability coverage in amounts of at least One Million Dollars (\$1, 000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate naming Client as additional insured;
- 10.1.2. Workers Compensation and Employer's Liability Coverage in accordance with the terms of any applicable state.
- 10.1.3. Professional liability Errors and Omissions, and Cyber liability insurance in the amount of at least Five Million Dollars \$5,000,000;
- 10.1.4. Comprehensive Automobile Liability insurance covering any auto (including owned, hired and non-owned autos) with a combined single limit of liability for bodily injury and property damage of One Million Dollars (\$1,000,000) per occurrence.
- 10.1.5. Cyber Liability Insurance including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance ("Cyber Liability Insurance") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the services provided under this agreement. Such Cyber Liability Insurance coverage shall include protection for liability arising from:
 - 10.1.5.1. Intellectual property infringement arising out of software and/or content (including patent infringement and misappropriation of trade secrets);
 - 10.1.5.2. breaches of security;
 - 10.1.5.3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws and regulations; and
 - 10.1.5.4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.
- 10.1.6. The minimum Cyber Liability Insurance coverage limits shall be ten million dollars (\$10,000,000) for each and every claim and in the aggregate. Such insurance must address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing Services under this contract. The Cyber Liability Insurance policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the term of the contract and for two (2) years (either as a policy in force or under an extended reporting provision) after contract termination.

10.2. Prior to commencement of services or providing any products under this Agreement, Active will provide to Client a Certificate of Insurance demonstrating its conformance with this Section and where applicable, the policies will provide for thirty (30) days advance written notice to Client prior to any cancellation of coverage.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 1/20/2021
Quote Number 00118780
Currency USD

Prepared By Brianna P. Kelly
Opportunity Owner Jace Fecht
Owner Email jace.fecht@activenetwork.com

Contact Name Jeffrey Bertany
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Email jbertany@fairfield.ca.gov

Bill To Name City of Fairfield, CA
Bill To Contact Jeffrey Bertany
Bill To Address 1000 Webster St
Fairfield, CA 94533 United States

Ship To Contact Jeffrey Bertany
Ship To Address 1000 Webster St
Fairfield, CA 94533 United States

First Year 10,000
Registrations
Average USD 203.96
Registration Cost
Total Processing USD 2,039,600.00
Volume

Product	Product Type	Description	Quantity	Fee %	Total Price	Discount
ACTIVENet - (credit card refunds - flat fee)	SaaS	#N/A	1	0.00	0.10	0.00%
ACTIVENet - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1	0.00		0.00%
ACTIVENet - Annual Subscription Fee	SaaS	#N/A	1		35,303.00	0.00%
ACTIVENet - Functionality: Activity Registration	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - Functionality: Daycare	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - Functionality: Equipment Lending & POS	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - Functionality: Facility Reservation	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - Functionality: Memberships	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - Primary Transportation (to be reimbursed based on actual cost incurred)	Service	Quoted prices for onsite services do not include the costs of transporting Active Network resources onsite. If onsite services are required, economy primary transportation costs (eg. Airfare, train fare, or mileage) will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.	1	0.00		0.00%

Schedule

ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	2.50		0.00%
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS	#N/A	1	0.00		0.00%
ACTIVENet - SaaS		#N/A		0.00		0.00%
ACTIVENet - Service Package Advanced 5	Service	<p>ACTIVE Net Service Package ADVANCED 5 consists of the following Services:</p> <ul style="list-style-type: none"> • onsite business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (inventory and policy controls) • onsite & remote user testing • LMS training • onsite supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training <p>The scope of Services is contained to the 5 functionalities of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>	1	0.00	51,425.00	0.00%
ACTIVENet - Service Package: Brochure Export	Service	#N/A	1		1,400.00	0.00%
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	2.50		0.00%
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	#N/A	1	0.50		0.00%
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	0.00		0.00%
ACTIVENet - Technical Services: Financial Export	Service	<p>ACTIVE Net Technical Services: Financial Export consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1	0.00	1,400.00	0.00%

Total Price USD 89,528.10

Annual Projected Contract Value USD 74,055.00



Schedule

available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____


PO# (if applicable): _____



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-39 of the City Council of the City of Fairfield Accepting the Pavement Maintenance Project 2020 Chadbourne, Beck, Courage as Complete

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The adoption of this resolution accepts the Pavement Maintenance Project 2020 - Chadbourne, Beck, Courage Project as complete.

DISCUSSION

On June 2, 2020, the City adopted Resolution 2020-88 approving a contract with VSS International, Inc. for the Pavement Maintenance Project 2020 - Chadbourne, Beck, Courage ("Project"). The Project scope included seal coat treatments on approximately 1.39 million square feet of arterial and industrial streets in the Solano Business Park, as well as several nearby streets such as Link Road. The conclusion of this Project satisfies the work scheduled for year three of the five-year street maintenance plan to improve arterial and collector streets throughout the City. The Project was completed on February 4, 2021.

The construction authorization for the Project was approved for \$3,446,300. This amount included a base bid of \$3,133,000 and a 10% contingency of \$313,300. The final cost for the Project was \$3,260,295.15, which is approximately 5% below the amount authorized for construction.

FINANCIAL IMPACT

Acceptance of the Project obligates the City to provide ongoing maintenance of these street improvements.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions, acceptance may be delayed so that staff may provide the necessary additional information.

STAFF CONTACT

Roger Dunham, Public Works Construction Manager
(707) 428-7478
rdunham@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:**Proposed Resolution****REVIEWERS:**

Reviewer	Action	Date
Panganiban, Ryan	Approved	2/16/2021 - 11:54 AM
Kaushal, Paul	Approved	2/16/2021 - 4:51 PM
Alexander, Amber	Approved	2/17/2021 - 4:43 PM
Alexander, Amber	Approved	2/22/2021 - 11:56 AM

CITY OF FAIRFIELD

RESOLUTION NO. 2021-39

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ACCEPTING THE PAVEMENT
MAINTENANCE PROJECT 2020 CHADBOURNE, BECK, COURAGE AS COMPLETE**

WHEREAS, the City Council approved a contract with VSS International, Inc. for the Pavement Maintenance Project 2020 Chadbourne, Beck, Courage Project ("Project") on June 2, 2020, by Resolution No. 2020-88; and

WHEREAS, VSS International, Inc. has completed Project in accordance with the contract approved by City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City of Fairfield hereby accepts the Project as complete pursuant to the agreement between the City of Fairfield and VSS International, Inc., approved by City Council on June 2, 2020.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-40 of the City Council of the City of Fairfield Accepting the Business Center Drive Extension Improvements as Complete

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The adoption of the resolution will accept the Business Center Drive Extension improvements as complete.

DISCUSSION

Tri Pointe Homes, Inc. has completed all the required improvements for the Business Center Drive Extension in accordance with the Improvement Agreement approved by City Council on June 20, 2017, by Resolution No. 2017-145. The project was part of the overall Jayo Subdivision development and included the extension of Business Center Drive to the west and connection to the existing intersection of Mangels Boulevard and Antiquity Drive.

Staff has inspected the improvements and found them to be complete in accordance with City standards and the requirements of the Improvement Agreement. The proposed resolution accepts the improvements as being complete, except for the obligation of Tri Pointe Homes, Inc. to repair or reconstruct defective work for a period of one year after final acceptance.

FINANCIAL IMPACT

Acceptance of the public improvements obligate the City to maintain these arterial roadway improvements including streetlights, storm drains, and landscaping, which will be paid from General Fund Street Maintenance Division (Fund 011) and Lighting and Landscape Maintenance District No. 13 – North Cordelia (Fund 085).

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions, acceptance may be delayed so that staff may provide the necessary additional information.

STAFF CONTACT

Roger Dunham, Public Works Construction Manager
(707) 428-7047
rdunham@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:

Proposed Resolution

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	2/16/2021 - 11:54 AM
Kaushal, Paul	Approved	2/16/2021 - 4:51 PM
Alexander, Amber	Approved	2/17/2021 - 4:44 PM
Alexander, Amber	Approved	2/22/2021 - 11:57 AM

CITY OF FAIRFIELD

RESOLUTION NO. 2021-40

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ACCEPTING THE
IMPROVEMENTS FOR THE BUSINESS CENTER DRIVE EXTENSION AS COMPLETE**

WHEREAS, the City Council approved an Improvement Agreement with Tri Pointe Homes, Inc. for the required roadway improvements for the Business Center Drive extension on June 20, 2017, by Resolution No. 2017-145; and

WHEREAS, Tri Pointe Homes, Inc. has completed all of the required improvements in accordance with the Improvement Agreement approved by City Council.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City of Fairfield hereby accepts the improvements as complete pursuant to the agreement between the City of Fairfield and Tri Pointe Homes, Inc., approved by City Council on June 20, 2017.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-41 of the City Council of the City of Fairfield Accepting the Subdivision Improvements for the Jayo Subdivision as Complete; and

Resolution 2021-42 of the City Council of the City of Fairfield Accepting the Landscape Improvements for the Jayo Subdivision as Complete

RECOMMENDED ACTION

Adopt resolutions.

STATEMENT OF ISSUE

The adoption of the resolutions will accept the subdivision and landscape improvements for the Jayo Subdivision as complete.

DISCUSSION

Tri Pointe Homes, Inc. has completed all the required subdivision and landscape improvements at the Jayo Subdivision in accordance with the Subdivision and Landscape Improvement Agreements approved by City Council on May 16, 2017, by Resolution No. 2017-108 and 2017-109. This residential project consisted of 53 single-family lots located north of Costco and Business Center Drive, and west of Green Valley Road. This project also extended Business Center Drive to the west and connected it to the existing intersection of Mangels Boulevard and Antiquity Drive.

Staff has inspected the subdivision and landscape improvements and found them to be complete in accordance with City standards and the requirements of the Subdivision and Landscape Improvement Agreements. The proposed resolutions accept the subdivision and landscape improvements as being complete, except for the obligation of Tri Pointe Homes, Inc. to repair or reconstruct defective work for a period of one year after final acceptance.

FINANCIAL IMPACT

Acceptance of the public improvements obligate the City to maintain the improvements, which include water and sewer lines. Water and sewer rates, and sewer service fees will be used to offset costs of

services provided by the City. The development area was annexed to the following districts: Community Facilities District (CFD) 2012-2 to provide funding for public safety services, open space operation, and park maintenance; CFD #2 for the acquisition of land and maintenance of open space within the North Cordelia area; CFD #3 for the acquisition of land and maintenance of public facilities serving the Cordelia area; and Lighting and Landscape Maintenance District (LLMD) #13 – North Cordelia for the maintenance of the public lighting and landscaping within the North Cordelia area. All interior landscaping is maintained by the various fronting property owners and the Homeowner's Association.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions, acceptance may be delayed so that staff may provide the necessary additional information.

STAFF CONTACT

Roger Dunham, Public Works Construction Manager
(707) 428-7047
rdunham@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:

Proposed Resolution - Subdivision Improvement Acceptance

Proposed Resolution - Landscape Improvement Acceptance

REVIEWERS:

Reviewer	Action	Date
Panganiban, Ryan	Approved	2/16/2021 - 11:54 AM
Kaushal, Paul	Approved	2/16/2021 - 4:52 PM
Alexander, Amber	Approved	2/17/2021 - 4:45 PM
Alexander, Amber	Approved	2/22/2021 - 11:57 AM

CITY OF FAIRFIELD

RESOLUTION NO. 2021-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR THE JAYO SUBDIVISION AS COMPLETE

WHEREAS, the City Council approved a Subdivision Improvement Agreement with Tri Pointe Homes, Inc. for the required subdivision improvements for the Jayo Subdivision on May 16, 2017, by Resolution No. 2017-108; and

WHEREAS, Tri Pointe Homes, Inc. has completed all of the required improvements in accordance with the Subdivision Improvement Agreement approved by City Council.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City of Fairfield hereby accepts the subdivision improvements as complete pursuant to the agreement between the City of Fairfield and Tri Pointe Homes, Inc., approved by City Council on May 16, 2017.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CITY OF FAIRFIELD

RESOLUTION NO. 2021-42

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ACCEPTING THE LANDSCAPE IMPROVEMENTS FOR THE JAYO SUBDIVISION AS COMPLETE

WHEREAS, the City Council approved a Landscape Improvement Agreement with Tri Pointe Homes, Inc. for the required landscape improvements for the Jayo Subdivision on May 16, 2017, by Resolution No. 2017-109; and

WHEREAS, Tri Pointe Homes, Inc. has completed all of the required improvements in accordance with the Landscape Improvement Agreement approved by City Council.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City of Fairfield hereby accepts the landscape improvements as complete pursuant to the agreement between the City of Fairfield and Tri Pointe Homes, Inc., approved by City Council on May 16, 2017.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-43 of the City Council of the City of Fairfield Authorizing the Fire Department to Apply for the Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response Grant

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

Through its Staffing for Adequate Fire and Emergency Response (SAFER) grant program, the Federal Emergency Management Agency (FEMA) has announced the availability of funds and the opening of their application cycle. Applications are due on March 12th and all funds are to be allocated no later than September 30th, 2021.

Due to grant application recommendations of FEMA, the Fire Department should obtain a letter of commitment from the Mayor on behalf of the City Council which explains that if awarded, all parties involved are committed to fulfilling all grant requirements upon acceptance of the award. However, if something were to change following notification of award, or at any point prior to accepting federal funds, the Fire Department has the ability to withdraw from the program without financial penalty.

DISCUSSION

The Fire Department is requesting City Council support to apply for (5) full-time firefighter positions for a period of three years through the SAFER grant. The additional full-time positions would allow the Fire Department to operate a 7th company in District 35. The additional company would serve as a valuable addition to the City's most vulnerable district, which has the slowest response times and is most isolated for back up response from other stations.

Based on the application cycle, the Fire Department anticipates that it would have the additional firefighters hired no sooner than summer 2021, which means that the grant performance period would extend through summer 2024. During the performance period, the Fire Department would be required to maintain a roster with the additional positions and to fill any vacancies within six months.

Logistically, in order to operate an additional company, the department will need to promote six firefighters to the fire engineer rank and three fire engineers to the fire captain rank. When awarded in 2016, all promotions were limited-term and directly tied to the grant performance period. The promotions and associated financial impact were not effective until the new hires had successfully completed the fire academy and the department was ready to deploy the additional company.

FINANCIAL IMPACT

As a result of COVID-19, under the FY 2020 SAFER program FEMA has eliminated all cost-sharing (matching) and position cost limit requirements. In working with Finance staff, the department has determined that the total application request would be for approximately \$3,350,292 in reimbursement over the course of 36 months. To move forward with the grant proposal and deployment model, if awarded, the City's personnel costs to operate the 7th company through a SAFER grant would be approximately \$630,912 over the course of the 36-month performance period (Fund 011, Division and Responsibility Code 55002). This amount reflects the cost of limited-term promotions which would not be covered by the grant, but which would be required operationally to deploy a 7th company.

Although the Fire Department must maintain staffing levels during the 36-month performance period, the City is under no obligation to maintain any of the added positions or promotions beyond the performance period of the grant.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The Council could choose not to sign a letter of commitment; therefore choosing not to authorize the Fire Department to apply for the SAFER grant.

STAFF CONTACT

Anthony Velasquez, Fire Chief
(707) 436-7226
avelasquez@fairfield.ca.gov

COORDINATED WITH

City Manager's Office, Finance Department, Human Resources Department

ATTACHMENTS:

Proposed Resolution

Proposed Letter of Commitment

REVIEWERS:

Reviewer	Action	Date
Armour, Taylor	Approved	2/16/2021 - 6:22 PM
Armour, Taylor	Approved	2/16/2021 - 6:23 PM
Velasquez, Anthony	Approved	2/16/2021 - 6:31 PM
Alexander, Amber	Approved	2/17/2021 - 4:53 PM
Alexander, Amber	Approved	2/22/2021 - 12:10 PM

CITY OF FAIRFIELD

RESOLUTION NO. 2021-43

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING THE FIRE DEPARTMENT
TO APPLY FOR THE FISCAL YEAR 2020 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
GRANT**

WHEREAS, the Fairfield Fire Department is eligible to apply for a Federal allocation of funds from the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the Federal Emergency Management Agency; and

WHEREAS, the Fairfield Fire Department could receive up to approximately \$3,350,292 in grant funding, to hire five full-time firefighters and fund their salaries and benefits for 36 months; and

WHEREAS, the grant program's notice of funding recommends that each applying agency obtain a signed letter of commitment from its governing body which demonstrates formal support and agreement to fulfil all grant requirements upon acceptance of the award.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby authorizes the Fire Chief, or his designee, to execute those grant documents necessary to apply and receive funding through the SAFER grant.

Section 2. The City Council consents to the Mayor signing a letter of commitment to the Federal Emergency Management Agency (FEMA) in support of the Fairfield Fire Department's efforts to apply for and receive funding through the SAFER grant in accordance with the grant requirements.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK



CITY OF FAIRFIELD

Founded 1856

Incorporated December 12, 1903

March 2, 2021

Home of
Travis Air Force Base

COUNCIL

Mayor

Harry T. Price
707-428-7395

Vice-Mayor

Rick Vaccaro
707-429-6298

Councilmembers

707-429-6298

Pam Bertani
Catherine Moy
Doriss Panduro
Chuck Timm
Scott Tonnesen

• • •

City Manager

Stefan T. Chatwin
707-428-7400

• • •

City Attorney

Gregory W. Stepanich
707-428-7419

• • •

City Clerk

Karen L. Rees
707-428-7384

• • •

City Treasurer

Arvinda Krishnan
707-428-7036

DEPARTMENTS

City Manager's Office

707-428-7400

Community Development

707-428-7461

Finance

707-428-7036

Fire

707-428-7375

Housing Services

707-428-7688

Human Resources

707-428-7394

Parks & Recreation

707-428-7465

Police

707-428-7362

Public Works

707-428-7485

Assistance to Firefighters Grants Branch

DHS/FEMA

Re: Staffing for Adequate Fire and Emergency Response (SAFER)

To Whom It May Concern:

On behalf of the Fairfield City Council, I support our Fire Department in its pursuit of grant funding in accordance with your Staffing for Adequate Fire and Emergency Response program and authorize the Fire Chief or his designee to submit an application for SAFER. In doing so, I offer our support of this program's objectives which include increasing our deployment capabilities in order to ensure enhanced community and firefighter safety through improved response times and National Fire Protection Agency (NFPA) compliance. In addition, if awarded, all parties involved are committed to fulfilling all grant requirements outlined in the Notice of Funding Opportunity (NOFO) upon our acceptance of the award.

I recommend that the Federal Emergency Management Agency carefully reviews our Fire Department's grant proposal and considers the City Council's support of and commitment to this Federal funding opportunity when making award decisions.

Sincerely,

HARRY T. PRICE

Mayor


cc: Anthony Velasquez, Fire Chief



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Approval of City Council Meeting Minutes for January 29, 30, and February 8, 2021

RECOMMENDED ACTION

Approve minutes.

STATEMENT OF ISSUE

Minutes need approval from City Council.

DISCUSSION

Minutes have been reviewed by City Attorney.

FINANCIAL IMPACT

None

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

None

ALTERNATIVE ACTION

Do not approve minutes or modify them.

STAFF CONTACT

Amber Alexander, Deputy City Clerk
(707) 428-7402
aalexander@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

City Council Minutes January 29 & 30, 2021
City Council Minutes February 8, 2021

REVIEWERS:

Reviewer	Action	Date
Alexander, Amber	Approved	2/17/2021 - 12:51 PM



City of Fairfield
Fairfield City Council Retreat
Special Meeting Minutes
Friday, January 29, 2021 9:00 A.M.
VIA TELECONFERENCE

I) Call to Order & Roll Call

Mayor Harry Price called the meeting to order at 9:01 a.m.

On roll call were Councilmember Bertani, Councilmember Moy, Councilmember Panduro, Councilmember Timm, Councilmember Tonnesen, Vice-Mayor Vaccaro, and Mayor Price.

II) Introductions

City Manager Stefan Chatwin summarized the agenda for the day.

III) Public Comment

Jeann McDougald spoke about the COVID vaccine. Rick Wood spoke about supporting the pipeline. Bob Karn spoke about his support for the Fairfield Police Department. Mari Bowie, Crystal, Syd, Kam Holzendorf, Eme, Gilanne, and Ilse spoke about the houseless. Jeann spoke about a restorative justice committee.

IV) Department Overviews

Police Chief Cantrell gave a presentation on the Police Department.

Mayor Price called a recess at 10:05 a.m.

Mayor Price called the meeting back to order at 10:13 a.m.

Fire Chief Velasquez gave a presentation on the Fire Department.

Director of Public Works, Paul Kaushal, gave a presentation on the Public Works Department.

Director of Parks & Recreation, Kristina Chamberlin, gave a presentation on the Parks & Recreation Department.

Mayor Price called a recess at 11:25 a.m.

Mayor Price called the meeting back to order at 11:30 a.m.

Assistant City Manager/Director of Community Development, David Gassaway, gave a presentation on the Community Development Department.

Director of Housing Services, LaTanna Jones, gave a presentation on the Housing Services Department.

V) Mayor Price adjourned the meeting at 12:20 p.m.



**City of Fairfield
Fairfield City Council Retreat
Special Meeting Minutes**

**Saturday, January 30, 2021 9:00 A.M. – 12:00 P.M.
VIA TELECONFERENCE**

I) Call to Order & Roll Call

Mayor Harry Price called the meeting to order at 9:01 a.m.

On roll call were Councilmember Bertani, Councilmember Moy, Councilmember Panduro, Councilmember Timm, Councilmember Tonnesen, Vice-Mayor Vaccaro, and Mayor Price.

II) Public Comment

Crystal Ramirez spoke about the PAL Center. Mari Bowie, Thomas Avent, Gilanne, and Deanna Cantrell spoke about the Police Department.

III) City Attorney Presentation

City Attorney Greg Stepanicich gave a presentation on key rules governing the City Council and Councilmembers.

IV) City Council Appointments

Mayor Price stated that there was one change to the draft appointments and stated that Councilmember Timm should be on the Fairfield-Suisun Sewer District Executive Board instead of Vice-Mayor Vaccaro. Mayor Price suggested that Councilmember Tonnesen and Councilmember Panduro serve on the Fairfield-Suisun Sewer District for a 2-year term, with Councilmember Bertani and Councilmember Moy serving as alternates. Councilmember Bertani to be first alternate if one member cannot attend a meeting, and Councilmember Moy serving if two members cannot attend a meeting. Councilmember Moy suggested that members serve a one-year term instead. Councilmember Timm made a motion to approve the Mayor's changes and the remainder of the appointments as listed, Vice-Mayor Vaccaro seconded the motion. By a roll call vote, the motion passed with Councilmember Bertani voting yes, Councilmember Moy voting no, Councilmember Panduro voting yes, Councilmember Timm voting yes, Councilmember Tonnesen voting yes, Vice-Mayor Vaccaro voting yes, and Mayor Price voting yes.

Mayor Price called a recess at 10:10 a.m.

Mayor Price called the meeting back to order at 10:18 a.m.

V) Department Overviews Continued

Director of Finance, Emily Combs, gave a presentation on the Finance Department.
Director of Human Resources, Farbod Pirouzman, gave a presentation on the Human Resources Department.
City Manager, Stefan Chatwin gave a presentation on the City Manager's Office

VI) Discussion on Council's Preliminary Priorities

All councilmembers agreed that homelessness was the top priority. Vice-Mayor Vaccaro suggested focusing on human trafficking and youth engagement.

Councilmember Tonnesen suggested focusing on amending the Planning Commission to add an attendance requirement, cannabis fund distribution, downtown parking and lighting, and agro tourism.

Councilmember Panduro suggested focusing on diversity in the workforce, and equity and inclusion.

Councilmember Moy suggested on focusing on North Texas Street improvements, and business retention.

Councilmember Bertani suggested focusing on community engagement, establishing a Clergy Advisory Network (Fairfield C.A.N.), a homelessness subcommittee, and District 6 commerce.

Councilmember Timm stated they were all good ideas, but funding and details of the priorities also need to be considered.

VII) Mayor Price adjourned the meeting at 12:02 p.m.

Mayor

City Clerk



CITY COUNCIL APPOINTMENTS 2021

Appointments made at the mayor's discretion
and to be approved by Council.

ORGANIZATION	MEETING DATE / TIME / LOCATION	WHO CAN SERVE	PAY TO ATTEND
Solano Transportation Authority * Harry Price Alternate - Chuck Timm	2 nd Wednesday of the month (no meeting in August), 6 p.m., Suisun City Hall	Mayor and Vice-Mayor	\$100 per mtg; max \$200 per month
Solano County Water Agency (SCWA) * Harry Price Alternate - Rick Vaccaro	2 nd Thursday of the month, 6:30 p.m., 810 Vaca Valley Parkway, Suite 203, Vacaville	Mayor and Vice-Mayor	\$100 per mtg; max \$200 per month Mileage to meeting paid
Solano County Water Agency Water Policy Subcommittee (to SCWA)* Harry Price Alternate - Rick Vaccaro	2 nd Monday every other month, 9:30 a.m., Room 6003 County Building; not a mandatory meeting, however, this is a "paid to attend meeting" for SCWA (up to \$200 a month); The mayor and council member on the SCWA board can get paid this per diem.	Mayor and Vice-Mayor	Combine with SCWA payment
Solano Water Authority * Harry Price Alternate - Rick Vaccaro	Once a year (usually in the spring) 810 Vaca Valley Parkway, Vacaville	Mayor and Vice-Mayor	No
City/County Coordinating Council (4Cs) Harry Price	No meetings scheduled	Solano County Mayors and Board of Supervisors	No

City Council Appointments Committee Doriss Panduro and Cat Moy	As needed to interview commission and committee applicants	2 Council members per year/rotate terms	No
Solano EDC Board Harry Price	2 nd Thursday – Odd months, 9 a.m., Jelly Belly Visitors Center Berry Blue Room	Mayor	No
Solano Transportation Authority's Capitol Corridor Joint Powers Board (CCJPA) Harry Price	To be determined	Mayor from each city	
City Council Audit Committee Cat Moy, Pam Bertani, Scott Tonnesen	As needed	Anyone from Council	No
City/Schools (FSUSD) Ad Hoc Committee Doriss Panduro, Harry Price, Scott Tonnesen	Quarterly, 5 p.m., Sullivan Interagency Youth Center	Anyone from Council	No
Fairfield-Suisun Sewer District Board* Scott Tonnesen, Doriss Panduro, Harry Price, Rick Vaccaro, Chuck Timm Alternates: Pam Bertani and Cat Moy	4 th Mondays, 6 p.m., Fairfield-Suisun Sewer District, (no meeting in February, August, and December)	Mayor and Council Serve 2 year terms	\$152.77 up to 6 meetings per month
Fairfield-Suisun Sewer District Executive Committee* Harry Price and Chuck Timm Timm will serve as Vice President and Mayor Price as Executive Committee at Large	3 rd Mondays, 4:30 p.m., Fairfield-Suisun Sewer District (No meeting in February, August, and December)	Mayor and Council, Serve 2 year terms	
Fairfield/Vacaville/County Greenbelt* Committee* <u>Not Determined</u>	Has not met in years		

* ***Requires Form 700 Conflict of Interest Statement***



**City of Fairfield
Fairfield City Council Retreat
Special Meeting Minutes
Monday, February 8, 2021 4:00 P.M.
VIA TELECONFERENCE**

I) Call to Order & Roll Call

Mayor Harry Price called the meeting to order at 4:00 p.m.

On roll call were Councilmember Bertani, Councilmember Panduro, Councilmember Timm, Councilmember Tonnesen, Vice-Mayor Vaccaro, and Mayor Price. Councilmember Moy was absent.

II) Introductions

City Manager Stefan Chatwin summarized the agenda for the day.

III) Public Comment

Mari Bowie and Jayna commented on homelessness.

Councilmember Pam Bertani left the meeting.

IV) Homeless Initiatives Overview and Council Goal Priority Setting

Homeless Services Manager, Dawn La Bar, gave an update on Fairfield Homelessness. She provided a list of projects for the Council to discuss and provide direction on priority projects. The Council agreed, with Councilmember Bertani and Moy absent, that the top priority is moving forward on a navigation center. Staff will bring back a timeline to Council in the next 30 days.

Council also agreed that the Heart of Fairfield project is of top priority and will come back with another retreat as soon as possible to discuss in more detail.

V) Mayor Price adjourned the meeting at 5:39 p.m.

Mayor


City Clerk



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Resolution 2021-44 of the City Council of the City of Fairfield Approving the Report of the Advisory Board for 2020 and Proposed Budget for Calendar Year 2021 in Connection with the North Texas Street Business Improvement District;

and Resolution 2021-45 of the City Council of the City of Fairfield Declaring Intention to Levy an Assessment Against Businesses within the North Texas Street Business Improvement District for Calendar Year 2021 and Setting a Time and Place for Hearing Objections Thereto

RECOMMENDED ACTION

Adopt resolutions.

STATEMENT OF ISSUE

In September 1999, the Council adopted Ordinance 99-21 establishing the North Texas Street Business Improvement District (NTBID) and the levy of assessments within the District. The Council also appointed the North Texas Street Business Association as the Advisory Board to make recommendations on the expenditure of revenues derived from the assessments. The proposed resolutions approve the Advisory Board's North Texas Street Business Improvement District Annual Report for 2020 and the planned assessments against businesses for calendar year 2021. The Resolution for the Intention to Levy declares the intention of the City Council to levy an assessment against businesses within the district for calendar year 2021 and sets the required public hearing for March 16, 2021.

DISCUSSION

The North Texas Street Business Improvement District was established in 1999 under the Parking and Business Improvement Law of 1989. Under this law, the process of levying an assessment involves the preparation of a report for each year by an Advisory Board appointed by the City Council and holding a public hearing prior to levying of the assessments. The report must include the expenditure of revenues derived from the levying of assessments, the classification of businesses, the method and basis of levying the assessments for 2021 and a description of the improvements and activities to be performed

during the year.

The North Texas Street Business Association filed a report on February 18, 2021, with the City Clerk's office entitled "Advisory Report for 2020 and Proposed Budget for Calendar Year 2021" to comply with the above-noted requirements. The report filed by the Business Association indicates that approximately \$58,000 is anticipated from assessments in 2021. The proposed activities reflect North Texas Street organizational style actions, including membership services, beautification of the District, and economic restructuring activities that focus on recruiting new businesses, retaining viable businesses, and creating a dynamic Business District. The 2021 assessment amount against each business will remain the same as that originally assessed in 2000.

Staff recommends that the City Council declare its intention to levy an assessment against businesses within the North Texas Street Business Improvement District for calendar year 2021, and set the March 16, 2021, City Council meeting as date and place for the public hearing on this matter.

Staff intends to submit for Council review and approval at the March 16, 2021 meeting, the contract between the City and the North Texas Street Business Association to provide the activities and services proposed in the Business Improvement District.

FINANCIAL IMPACT

No City funds are involved. The North Texas Street Business Association 2021 assessments are estimated to be approximately \$58,000. (NTBID Assessments Fund, Fund 583, Division and Responsibility Code 99000)

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The North Texas Street Business Association Board approved the Advisory Board report and proposed budget at its meeting of January 20, 2021.

ALTERNATIVE ACTION

The City Council could elect to modify or not take action on the recommendations of the Advisory Board report.

STAFF CONTACT

Dwayne Dalman, Economic Development Division Manager
(707) 428-7649
ddalman@faifield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

Proposed Resolution: Approve Report & Budget

Advisory Report for 2020 and Proposed Budget for Calendar Year 2021

Proposed Resolution - Intention to Levy Assessment

REVIEWERS:

Reviewer

Gassaway, David

Alexander, Amber

Alexander, Amber

Action

Approved

Approved

Approved

Date

2/22/2021 - 10:46 AM

2/22/2021 - 11:54 AM

2/22/2021 - 11:56 AM

CITY OF FAIRFIELD

RESOLUTION NO. 2021-44

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE REPORT OF THE ADVISORY BOARD FOR 2020 AND PROPOSED BUDGET FOR CALENDAR YEAR 2021 IN CONNECTION WITH THE NORTH TEXAS STREET BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Parking and Business Improvement Area Law of 1989 (the “Law”), California Streets and Highways Code Sections 36500, et seq., authorizes the City Council to levy an assessment against businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City; and

WHEREAS, the Law requires the City Council to appoint an advisory board, which shall make recommendations to the City Council on the expenditure of revenues derived from the levy of assessments, on the classification of businesses, as applicable, and on the method and basis of levying the assessments; and

WHEREAS, by previous resolution, the City Council appointed the North Texas Street Business Association to serve as the Advisory Board for the North Texas Street Business Improvement District (the “Advisory Board”); and

WHEREAS, the Advisory Board has prepared a report entitled “North Texas Street Business Improvement District Advisory Report for 2020 and Proposed Budget for Calendar Year 2021” (the “Report”), attached hereto, which reports on the District’s 2020 activities and details the proposed levy of an assessment against businesses in the District and the District’s plans for calendar year 2021; and

WHEREAS, the Advisory Board submitted the Report, and it was certified by the Fairfield City Clerk on February 18, 2021.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. In accordance with Section 36533 of the Law, the Advisory Board has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report entitled “North Texas Street Business Improvement District Advisory Report for 2020 and Proposed Budget for Calendar Year 2021” (the “Report”), attached hereto, which contains the proposed budget for 2021.

Section 2. The City Council has examined and reviewed the Report, and such Report is hereby approved as filed.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

To: City Clerk Fairfield

Date Certified February 18, 2021

From: North Texas Business Improvement District

Kelly Ballew, DEPUTY
City Clerk, City of Fairfield

Re: Advisory Report for 2020 and Proposed Budget for Calendar Year 2021

The North Texas Street Business Association acting as advisory board to the Fairfield City Council has caused this report to be prepared pursuant to the Parking and Business Improvement Law of 1989 (section 36500 and following the California Streets and Highways Code) (the "Law"). This report is a summary of improvements and activities performed during the calendar year 2020 and the proposed budget and activities for the Business Improvement District (the "BID) commencing January 1, 2021 and ending December 31st 2021. This report contains the following information:

1. The boundaries of the BID and any benefit zones within the BID;
2. Summary of activities provided for Calendar Year 2020 (Jan.-Dec. 2020)
3. The improvements and activities to be provided for Calendar Year 2021
4. The method and basis of levying the assessments in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for Calendar Year 2021.
5. The amount of any surplus or deficit revenues to be carried over from Calendar year 2021.
6. The amount of any contributions to be made from sources other than assessments levied pursuant to the Law.

YEAR IN REVIEW- 2020
January 1, 2020 December 31, 2020

Board Restructure:

- Phone interviews with our businesses on North Texas Street recruiting potential NTSBA Board members.

Supporting our Businesses during COVID:

- We continued our work with Jeremy Profit and his team on scheduling business watch programs.

- Worked with the Community Foundation on providing meals to our vulnerable seniors. The meals were purchased using our Restaurants on North Texas Street. The restaurants were paid approximately \$1,300 every two weeks.
- We partnered with one of our manufacturers to provide masks to all businesses on North Texas Street.
- All businesses on North Texas Street were updated on City, County, State and Federal Covid relief loans and grant information.
- We connected North Texas Street Businesses to local financial institutions to help with the funding process.
- When businesses started opening prior to the 2nd shutdown we provided CDC opening guidelines.

Homeless Task Force Team:

- We continue to work with City Staff on the public education campaign “ Hand up not a hand out”.
- Working with City Staff and the businesses on North Texas Street to participate and understand the importance of not providing illegal services and food to our homeless community.
- We continue to educate the businesses on the resources available to our homeless population. Churches and Shelters that can assist.
- Working with the City’s Heart Team on removing homeless encampments within the boundaries of the BID.

Economic Restructuring Committee:

- Reviewed proposed development of public and private entities within Association boundaries and forward suggestions and concerns to the City.
- Works to recruit businesses for the District and keep current vacancy data especially during the pandemic.

Design Committee:

- Advises and directs businesses to the proper City department to advise on landscape and facade issues.
- Working with Solano Garbage on a resolution to the garbage issues on North Texas Street.
- The BID works closely with City Staff to support the temporary sign ordinance by addressing merchant concerns and communication with planning and code enforcement staff.

- Works with staff on monitoring business landscape and the Linear Park adjacent to North Texas Street.

Promotions:

- The NTSBA has been working on their new logo which will be approved at the first board meeting in January 2021.
- Partnering with the Chamber all businesses on North Texas Street will have the opportunity at no charge to participate in the new ecommerce site “ Shop Where You Live”
- NTSBA is a member of the Chamber and has been promoting businesses through their website and social media campaigns.
- The NTSBA offered assistance to businesses interested in holding a ribbon cutting or grand opening.
- The NTSBA is represented at most large fundraisers (prior to shutdown) and business advocacy zoom meetings.

In addition to the continuing efforts of each of NTSBA's committees, NTSBA will also conduct the following proposed activities:

- NTSBA will continue the Annual clean up day. North Texas Street along with our Sponsors and partners, Solano Garbage, PAL and the Quality of Life team and Target.
- Continue our work with City Staff on updating the Hand Up campaign by posting signs in every strip center and business on North Texas Street. Revisit all businesses to update their 602 on file.
- We will organize a car show once the State has lifted COVID restrictions. The goal is to have the car show late 2021.
- Providing our business the tools and marketing campaigns to promote reopening our businesses will be our priority in 2021.
- The launch of our new NTSBA logo and Website will be first quarter 2021
- The NTSBA by-weekly newsletter will also launch first quarter 2021

CITY OF FAIRFIELD

RESOLUTION NO. 2021-45

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD DECLARING INTENTION TO
LEVY AN ASSESSMENT AGAINST BUSINESSES WITHIN THE NORTH TEXAS STREET BUSINESS
IMPROVEMENT DISTRICT FOR CALENDAR YEAR 2021 AND SETTING A TIME AND PLACE FOR
HEARING OBJECTIONS THERETO**

WHEREAS, the Parking and Business Improvement Area Law of 1989 (the “Law”), California Streets and Highways Code Sections 36500, et seq., authorizes the City Council to levy an assessment against businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City; and

WHEREAS, by previous resolution, the City Council appointed the North Texas Street Business Association to serve as the Advisory Board for the North Texas Street Business Improvement District (the “Advisory Board”); and

WHEREAS, the boundaries of the North Texas Street Business Improvement District (the “District”) are generally described to include all properties abutting North Texas Street and Texas Street between Clay Street to the south and Nelson Road to the north as well as certain properties abutting these core properties. A map showing the boundaries of the District and properties which are included in the District is on file in the office of the City Clerk and is open to public inspection; and

WHEREAS, in accordance with Section 36533 of the Law, the Advisory Board prepared and filed with the City Clerk a report entitled, “North Texas Street Business Improvement District Advisory Report for 2020 and Proposed Budget for Calendar Year 2021” (the “Report”), and by previous resolution, the City Council preliminarily approved the Report as filed. Said Report is on file in the office of the City Clerk and is open to public inspection.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby declares its intention, in addition to any assessments, fees, charges or taxes imposed by the City, to levy and collect an assessment against businesses within the District for calendar year 2021 (commencing January 1, 2021 and ending December 31, 2021).

Section 2. The City Council hereby declares that, as provided by Law, the types of improvements and activities to be funded by the levy of an assessment against businesses within the District are as follows:

- (a) The acquisition, construction, installation or maintenance of tangible property with a useful life of five years or more, including, but not limited to, the following: (i) benches; (ii) trash receptacles; (iii) decorations; and (iv) permanent landscaping;
- (b) Promotion of public events which benefits businesses in the District and which takes place within public places within the District;
- (c) Furnishing of music in any public place in the District; and
- (d) Activities that benefit businesses located and operating in the District.

Section 3. New businesses established in the District after January 1, 2021, shall be exempt from the levy of the assessment for calendar year 2021.

Section 4. The City Council hereby fixes the time and place for a public hearing on the proposed levy of an assessment against businesses within the District for calendar year 2021 as follows:

TIME: 6:00 p.m.

DATE: March 16, 2021

PLACE: City Council Chambers, 1000 Webster Street, Fairfield, CA

At the public hearing, the testimony of all interested persons regarding the levy of an assessment against businesses within the District for calendar year 2021 shall be heard. A protest may be made orally or in writing by any interested person.

Any protest pertaining to the regularity or sufficiency of the proceedings must be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

Every written protest must be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Each written protest must contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest, which does not comply with the requirements set forth in this paragraph, will not be counted in determining a majority protest (as defined below).

If, at the conclusion of the public hearing, written protests are received from the owners of businesses in the District which will pay 50 percent or more of the assessments proposed to be

levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent (i.e., there is a majority protest), no further proceedings to levy the proposed assessment, as contained in this resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the District, those types of improvements or activities shall be eliminated.

Section 5. For a full and detailed description of the improvements and activities to be provided for calendar year 2021, the boundaries of the District and the proposed assessments to be levied against the businesses within the District for calendar year 2021, reference is hereby made to the Report of the Advisory Board. The Report is on file with the City Clerk and open to public inspection.

Section 6. The City Clerk is hereby authorized and directed to provide notice of the public hearing in accordance with law.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:


CITY CLERK



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Public Hearing;

and First Reading and Introduction of Ordinance 2021-02 of the City Council of the City of Fairfield Amending Section 25.38 (Density Bonus) of the Fairfield Municipal Code to Adopt Regulations to Conform with State Density Bonus Law (California Government Code Section 65915)

RECOMMENDED ACTION

Hold public hearing; waive full reading, read by title only; and introduce ordinance for first reading.

STATEMENT OF ISSUE

The City's Zoning Ordinance contains provisions to facilitate affordable housing through the issuance of density bonuses and other development incentives. These provisions are mandated by State law, which has been revised in recent years. The proposed ordinance would bring the City's Zoning Ordinance into compliance with the amendments to the State's laws pertaining to Density Bonus.

DISCUSSION

State laws contains a variety of means to incentivize the construction of affordable housing. One method is to allow increases in density, above that allowed by city zoning, for projects that provide long-term affordability restrictions or serve older residents or students. The municipal code contains provisions (Section 25.38 of the Zoning Ordinance) to implement the state's density bonus laws. The primary focus of the City's density bonus law is to allow project proponents to work with the City to identify incentives, including, but not limited to, additional density above the base zoning and relaxing of development standards, which can facilitate the development of needed housing.

Incentives pertaining to relaxed development standards might include reduced (or no) parking, setbacks, and flexibility in meeting open space and common facility requirements. Incentives are identified and permitted on a sliding scale depending on the degree of affordability and the populations targeted for the proposed housing development. Incentives and density bonuses can allow for up to 35% additional units over the number permitted by the base zoning.

The State's laws regarding density bonus and related incentives have been amended in recent years. The City's density bonus regulations were last amended in 2012. The proposed ordinance would bring the Density Bonus section of the Zoning Ordinance into conformance with all changes in State law.

The proposed ordinance makes the following changes:

- Adds definitions clarifying the Ordinance.
- Addresses how density bonus applications will be approved by the City.
- Updates the code to include transitional foster youth, disabled veterans, homeless persons, and lower income students.
- Includes the findings the City would need to make to deny a request for incentives.
- Includes reduced parking requirements.

Environmental Review: Staff has determined that this Ordinance is exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to State CEQA Guideline Section 15061(b)(3). This Ordinance merely incorporates State law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915.

FINANCIAL IMPACT

There are no direct financial impacts to the City.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

At its February 10, 2021 meeting, the Planning Commission held a public hearing that was duly noticed in the Daily Republic on January 30, 2020. At the meeting, the Planning Commission unanimously adopted Resolution No. 2021-3. The resolution recommended that the City Council adopt the Ordinance amending Section 25.38 of the Fairfield Zoning Ordinance

For this March 2, 2021 City Council meeting, a public hearing notice was published in the Daily Republic newspaper on February 20, 2021. The City has received no questions or comments regarding this proposal at the time of this writing.

ALTERNATIVE ACTION

The City Council may choose to not adopt the Ordinance.

STAFF CONTACT

Brian K. Miller, Associate Planner
(707) 428-7446
bkmillier@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

Proposed Ordinance
PC Resolution 2021-03

REVIEWERS:

Reviewer	Action	Date
Gassaway, David	Approved	2/16/2021 - 7:39 PM
Alexander, Amber	Approved	2/17/2021 - 4:40 PM
Alexander, Amber	Approved	2/22/2021 - 11:50 AM

CITY OF FAIRFIELD

ORDINANCE NO. 2021-02

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING SECTION 25.38
(DENSITY BONUS) OF THE FAIRFIELD MUNICIPAL CODE TO ADOPT REGULATIONS TO
CONFORM WITH STATE DENSITY BONUS LAW (CALIFORNIA GOVERNMENT CODE SECTION
65915)**

WHEREAS, the State Legislature has declared that the lack of housing, including providing for a variety of housing types for all income levels and special needs groups, is a critical problem that threatens the economic, environmental, and social quality of life in California; and

WHEREAS, Government Code Section 65583 requires that the City's Housing Element address governmental constraints to the development of housing, including providing for a variety of housing types for all income levels; and

WHEREAS, the City Council of the City of Fairfield adopted the City's 2014-2022 Housing Element on April 21, 2015; and

WHEREAS, Government Code Section 65915 requires that local governments adopt procedures for processing density bonus applications; and

WHEREAS, the City Council last amended the City's density bonus ordinance in 2012 with the adoption of Ordinance No. 2012-04; and

WHEREAS, the City's Housing Element provides that the City will amend the existing density bonus ordinance to bring it into conformance with current State Law, and that the City will continue offering density bonuses and other incentives to developers who include affordable units within residential developments; and

WHEREAS, the Legislature has adopted bills to Government Code Section 65915 several times since 2012, most recently with the enactment of Assembly Bill 2345, and the City wishes to update the Municipal Code to ensure consistency with State law and clarify how to implement its density bonus program.

THE CITY COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 25.38, "Density Bonus," of Chapter 25, "Zoning Ordinance," of the Fairfield Municipal Code is hereby amended in its entirety to read as follows:

"Sections:

- 25.38.1 Purpose and Interpretation**
- 25.38.2 Definitions**
- 25.38.3 Application; Review Authority**

- 25.38.4 Eligibility**
- 25.38.5 Density Bonus**
- 25.38.6 Incentives and Concessions**
- 25.38.7 Waivers of Development Standards**
- 25.38.8 Parking Ratios**
- 25.38.9 Additional Requirements**

25.38.1 Purpose and Interpretation

This section is intended to provide incentives to encourage the production of affordable housing in the City of Fairfield and to implement the General Plan Housing Element and State Density Bonus Law (Government Code Section 65915).

The provisions of this section shall be interpreted to fulfill the requirements of Government Code Section 65915. Any changes to that Section 65915 shall be deemed to supersede and govern any conflicting provisions contained herein.

25.38.2 Definitions

For purpose of this Section, the following words and phrases shall have the following meanings. Where the definitions of terms defined herein are inconsistent with definitions provided under State density Bonus Law, the meanings of the terms in State Density Bonus Law shall prevail.

- A. "Area median income" means the median family income for Solano County as determined by the California Department of Housing and Community Development.
- B. "Childcare facility" means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and school-age childcare centers.
- C. "Density bonus" means an increase in density over the otherwise maximum allowable residential density as of the date of application by the applicant to the city. Except as otherwise required by Government Code Section 65915, the density bonus units shall not be included when calculating the total number of housing units that qualifies a housing development for a density bonus.
- D. "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, setback requirement, floor area ratio, onsite open-space requirement, or parking ratio that applies to a residential development pursuant to the zoning ordinance, an applicable specific plan, the general plan, or other local ordinance, policy, or regulation.
- E. "Housing development" means a development project for five or more residential units, including mixed-use developments. For purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Civil Code Section 4100, that has been approved by the City and consists of residential units or

unimproved residential lots, and either a project to substantially rehabilitate and convert an existing commercial building to residential use, or the substantial rehabilitation of an existing multifamily dwelling, as defined in Government Code Section 6585.4(d), where the result of the rehabilitation would be a net increase of available residential units. .

- F. "Incentives or Concessions" include, but are not limited to, a reduction of development standards or zoning ordinance requirements which exceed minimum building standards and which result in identifiable and actual cost reductions to provide for affordable housing costs or affordable rents; the approval of mixed-use zoning in conjunction with the housing development project in order to reduce the cost of housing development where the mixed-use development is compatible with the housing project and the existing or planned development in the area; or other regulatory incentives or concessions proposed by the applicant or the city that result in identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.
- G. "Lower income households" means persons and families whose total household income does not exceed 80 percent of the area median income, as set forth in Health and Safety Code Section 50079.5.
- H. "Major transit stop" means (i) an existing rail or bus rapid transit station; (ii) intersection of two or more bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods; or (iii) any other major transit stops that are included in an applicable regional transportation plan.
- I. "Maximum allowable residential density" means the maximum density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the maximum density allowed in the general plan shall prevail.
- J. "Moderate income households" means persons and families who are not "lower income households" and whose total household income does not exceed 120 percent of area median income, as set forth in Government Code Sections 50053 and 50093.
- K. "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for senior citizens that has at least 35 dwelling units, as set forth in Civil Code Section 51.3.
- L. "Very low-income households" means persons and families whose total household income does not exceed 50 percent of area median income, as set forth in Health and Safety Code Section 50105.

25.38.3 Application; Review Authority

- A. In addition to any other review required for a proposed housing development, applications for a density bonus or other benefit(s) under this Section shall be filed with

the community development department on a form approved by the director. The application shall be filed concurrently with the application for minor development review, development review, or other applicable planning entitlement(s) for the housing development. At the time the application is submitted, the applicant shall pay a density bonus application fee, established by resolution of the City Council.

- B. The applicant shall submit reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, waivers or reductions of developments standards, and parking ratios.
- C. City staff shall process a complete application for a density bonus in the same manner as, and concurrently with, the application for minor development review, development review, or other planning entitlement(s) as required by this Code.
- D. Density bonus applications shall be reviewed and acted on by the same review authority as the housing development's other entitlement(s), as set forth in Section 25.41 of the Zoning Ordinance.

25.38.4 Eligibility

- A. In order to be eligible for a density bonus, incentives or concessions, a waiver of development standards, or parking ratios as provided by this Section, a proposed housing development project must meet at least one of the following requirements as provided in Government Code Section 65915:
 - 1. At least 5 percent of the total units are for very low-income households.
 - 2. At least 10 percent of the total units are for lower income households.
 - 3. A senior citizen housing development, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Civil Code Sections 798.76 or 799.5.
 - 4. At least 10 percent of the total units in a common interest development, as defined in Civil Code Section 4100, are for moderate income households, provided that all units in the housing development are offered to the public for purchase.
 - 5. At least 10 percent of the total units are for transitional foster youth, disabled veterans, or homeless persons, and such units are subject to a recorded affordability restriction of 55 years at the same affordability level as very low-income units.
 - 6. At least 20 percent of the total units are for lower income students in a student housing development that meets the requirements under Government Code Section 65915(b)(1)(F).

7. 100 percent of the total units and the density bonus units, but exclusive of a manager's unit(s), are for lower income households; provided, however, that up to 20 percent of the units, including total units and density bonus units, may be for moderate income households.
- B. An applicant for approval to convert apartments to a condominium project shall be considered and approved for a density bonus or any other associated incentives or concessions in accordance with Government Code Section 65915.5. Said conversion shall be consistent with Chapter 25, Article IV (Condominium Conversion Ordinance) and Section 25.32.14
- C. An applicant shall be ineligible for a density bonus or any other benefit provided under this Section if the housing development involves the redevelopment of existing dwelling units, or dwelling units that have been vacated or demolished in the 5-year period preceding the application, that have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to lower income households, or occupied by lower income households, unless the proposed housing development replaces those units in accordance with Government Code Section 65915.
- D. Except as otherwise required by Government Code Section 65915, the density bonus units shall not be included when calculating the total number of units that qualifies a housing development for a density bonus.

25.38.5 Density Bonus

- A. For a housing development qualifying pursuant to Section 25.38.3 and Government Code Section 65915, the City shall grant a density bonus in the amount specified by subsection (f) of Section 65915, as may be amended from time to time. All density calculations resulting in fractional units shall be rounded up to the next whole number.
- B. A housing development that is eligible for a density bonus pursuant to Section 25.38.4 above and includes a childcare facility to be located on the premises of, as a part of, or adjacent to the project, may be entitled to either an additional density bonus or an additional incentive or concession as provided in subsection (h) of Government Code Section 65915.
- C. An applicant may elect to accept a lesser percentage of density bonus than provided in Government Code Section 65915, including no density bonus.
- D. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan Amendment, zoning change, or other discretionary approval.

25.38.6 Incentives and Concessions

- A. The City shall grant a qualifying housing development the number of incentives and concessions required by Government Code Section 65915. The City shall grant the specific

concession(s) or incentive(s) requested by the applicant, unless the City finds any of the following:

1. The concession or incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units.
 2. The concession or incentive would have a specific, adverse impact upon public health, safety, or the physical environment, or on any real property that is listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to lower income and moderate income households.
 3. The concession or incentive would be contrary to state or federal law.
- B. Senior citizen housing developments that qualify for a density bonus shall not receive any incentives or concessions, unless Government Code Section 65915 is amended to specifically require that local agencies grant incentives or concessions for senior citizen housing developments.

25.38.7 Waivers of Development Standards

- A. Except as restricted by Government Code Section 65915, the applicant for a density bonus may submit a proposal for the waiver or reduction of development standards that have the effect of physically precluding the construction of a housing development incorporating the density bonus and any incentives or concessions granted to the applicant.
- B. A request for a waiver or reduction of development standards shall be accompanied by documentation demonstrating that the waiver or reduction is physically necessary to construct the housing development with the additional density allowed pursuant to the density bonus and incorporating any incentives or concessions required to be granted.
- C. The City shall approve a waiver or reduction of a development standard, unless it finds any of the following:
1. The application of the development standard would not physically preclude the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant.
 2. The waiver or reduction of the development standard would have a specific, adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

3. The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
4. The waiver or reduction of the development standard would be contrary to state or federal law.

25.38.8 Parking Ratios

- A. Pursuant to Government Code Section 65915(p), upon request by the applicant, the City shall not require a vehicle parking ratio, inclusive of parking for persons with a disability and guests, that exceeds the following:
 1. 0 to 1 bedroom: 1 onsite parking space.
 2. 2 to 3 bedrooms: 1.5 onsite parking spaces.
 3. 4 or more bedrooms: 2.5 parking spaces.
- B. Lower parking ratios shall apply to the following projects, if requested by the applicant, as set forth in Government Code Section 65915(p):
 1. Housing developments with at least 11 percent very low income or at least 20 percent lower income units, and are located within one-half mile of a major transit stop, as defined in Government Code Section 65915(o)(2), to which there is unobstructed access: 0.5 spaces per unit.
 2. Rental housing developments that are 100 percent affordable to lower income households [exclusive of manager's unit(s)], and are located within one-half mile of a major transit stop, as defined in Government Code Section 65915(o)(2), to which there is unobstructed access: No minimum parking requirement.
 3. Rental housing developments that are 100 percent affordable to lower income households [exclusive of manager's unit(s)]; are for individuals who are 62 years of age or older and comply with Civil Code Sections 51.2 and 51.3; and either have paratransit service or are located within one-half mile to a fixed bus route service that operates at least eight times a day and to which there is unobstructed access: No minimum parking requirement.
 4. Rental housing developments that are 100 affordable to lower income households [exclusive of manager's unit(s)]; are special needs housing developments or supportive housing developments; and either have paratransit service or are located within one-half mile to a fixed bus route service that operates at least eight times a day and to which there is unobstructed access: No minimum parking requirement.

- C. If the total number of required parking spaces is not a whole number, the number shall be rounded up to the next whole number.
- D. A housing development may provide onsite parking through tandem parking or uncovered parking, but not through on-street parking.
- E. A request for parking ratios pursuant to this subsection shall not reduce the number of incentives or concessions to which an applicant is entitled pursuant to Section 25.38.5, except where the applicant requests parking incentives or concessions beyond those provided in this subsection.

25.38.9 Additional Requirements

- A. The applicant shall comply with all requirements stated in Government Code Section 65915.
- B. The applicant shall enter into an agreement with the City to ensure the continued affordability of all affordable units or the continued reservation of such units for qualifying senior citizens. Prior to receiving a building permit for any project that receives a density bonus or any incentive, concession, waiver, or reduction of development standards pursuant to this section, such agreement shall be recorded as a covenant against the property.
- C. For any housing development project that is granted a density bonus or other benefit pursuant to this section, the affordable units that qualify the project as eligible under this Section must be constructed concurrently with or prior to the construction of any market rate units. The exterior of the affordable units shall be visually indistinguishable from the market rate units in the housing development in terms of overall design, execution, and use of materials. Affordable units may be smaller than the market rate units but shall be proportionally comparable in bedroom count to the market rate units. In addition, the affordable units must be integrated with the market rate units so that there is a mix of affordable and market rate units, if any, in each building of the housing development.”

SECTION 2. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this Ordinance is exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to State CEQA Guideline Section 15061(b)(3). This Ordinance merely incorporates State law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to

whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. This Ordinance shall be effective 30 days following its adoption by the City Council. A summary of this Ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Councilmembers voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 2nd day of March, 2021, and

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES: Councilmembers: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

MAYOR

ATTEST:

CITY CLERK

City of Fairfield Planning Commission

RESOLUTION NO. 2021-03

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD
RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ORDINANCE OF
THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING CHAPTER 25,
ARTICLE I, SECTION 25.38 OF THE FAIRFIELD CITY CODE (ALSO KNOWN AS
THE DENSITY BONUS ORDINANCE OF THE CITY OF FAIRFIELD) TO CLARIFY
DEFINITIONS, CLARIFY APPLICATION PROCEDURES, AMEND
REQUIREMENTS FOR RECEIVING A DENSITY BONUS AND RELATED
BENEFITS, AND DEFINE FINDINGS FOR THE DENIAL OF A REQUEST FOR A
INCENTIVES AND CONCESSIONS AND WAIVERS OF DEVELOPMENT
STANDARDS, ALL TO BRING THE FAIRFIELD MUNICIPAL CODE INTO
CONFORMANCE WITH CURRENT STATE LAW**

THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD HEREBY RECITES, FINDS, DETERMINES, ORDERS, AND RESOLVES AS FOLLOWS:

Section 1. The Planning Commission has found that it is necessary to periodically review and revise the Fairfield City Code to clarify City policy and address changing circumstances.

Section 2. The City's Housing Element provides that the City will amend the existing density bonus ordinance to bring it into conformance with current State Law, and that the City will continue offering density bonuses and other incentives to developers who include affordable units within residential developments.

Section 3. The California Legislature has adopted bills to Government Code Section 65915 several times since 2012, most recently with the enactment of Assembly Bill 2345, and the City wishes to update the Municipal Code to ensure consistency with State law and clarify how to implement its density bonus program.

Section 4. The Planning Commission has held a duly noticed public hearing on February 10, 2021. City staff presented substantial factual information regarding the proposed Ordinance amendments in staff reports and through oral presentations before the Commission, and the Planning Commission considered all public testimony and information presented during the public hearing regarding this application.

Section 5. Based on the information presented by staff, the Planning Commission has determined that the proposed amendments exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to State CEQA Guideline Section 15061(b)(3). This Ordinance merely

PC ITEM NO.: C

PC FILE NO.: OA2020-011

PROJECT: 2021 DENSITY BONUS ORDINANCE AMENDMENT

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PC DATE: 02/10/2021

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incorporates State law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915.

Section 6. Based upon factual information, the Planning Commission hereby recommends the City Council adopt the proposed Ordinance amendments, as attached hereto as Exhibit A.

Section 7. The record of proceedings shall be located at the City's Community Development Department and the Director of Community Development shall be the custodian of such documents.

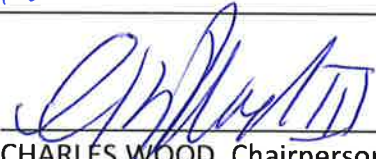
PASSED AND ADOPTED this 10th day of February, 2021.

AYES: COMMISSIONERS: Jerome CHILDS / Michael COAN / Melissa CRUZEN / Lerecia EVANS / Chris MATTHEWS (Vice) / William WESLEY / Charles WOOD (Chair)

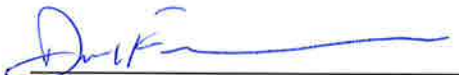
NOES: COMMISSIONERS: NONE

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: COAN


CHARLES WOOD, Chairperson

ATTEST:


DAVID FEINSTEIN, Secretary

STAFF REPORT

Meeting

Date: February 10, 2021

To: Chairperson and Members of the Planning Commission

From: Community Development Department

Subject: **ITEM C: 2021 DENSITY BONUS ORDINANCE UPDATE (ZONING ORDINANCE AMENDMENT)**

Resolution No. 2021-03

Ordinance Amendments (OA2020-011)

Location: Citywide

Applicant: City of Fairfield

Property Owners: N/A

Public Hearing on request by the City of Fairfield for an Ordinance of the City Council of the City of Fairfield amending Chapter 25, Article I, Section 25.38 of the Fairfield City Code (also known as the Density Bonus Ordinance of the City of Fairfield) to clarify definitions, amend requirements for receiving a Density Bonus, provide for additional incentives, define findings for the denial of a request for a density bonus, and to bring the Fairfield Municipal Code into conformance with current State law. (Planner Brian K. Miller, 707-428-7446, bkmiller@fairfield.ca.gov)

BACKGROUND

The Density Bonus Ordinance (Section 25.38 of the Zoning Ordinance) is intended to provide incentives to encourage the production of quality affordable housing for lower income and senior citizen households in Fairfield. This Section implements the General Plan Housing Element and California Density Bonus Law (California Government Code Section 65915). The primary focus of the Ordinance is to allow project proponents to work with the City to identify incentives, including but not limited to additional density above the base zoning, which can facilitate the development of housing which meets the needs of the community.

In addition to additional units, other incentives and waivers of development standards might include reduced (or no) parking, modifications to setbacks, and flexibility in meeting open space and common facility requirements. Incentives are identified and permitted on a sliding scale depending on the degree of affordability and the populations targeted for the proposed housing development. Currently, incentives and density bonuses can allow for up to 35% additional housing units over the number permitted by the base zoning.

City of Fairfield
Community Development Department

Prepared by: BKM

Reviewed by: DF

As with many State requirements related to housing, the State code regulating density bonuses continues to change regularly. In 2019 and 2020, the State enacted several housing and land use laws to address the significant housing shortage and spur housing production-especially affordable housing. These changes included AB1763, which increased the incentives available to develop fully affordable housing developments, including the elimination of any parking requirements for certain affordable housing projects. Our current Density Bonus Ordinance has not been comprehensively amended since 2012. The proposed Ordinance brings the City into conformance with current State law and is designed to be flexible enough to maintain this conformance as the State amends the Government Code over time.

The City has seen limited interest in the existing Density Bonus Ordinance provisions of the Zoning Ordinance. However, one example of a recent project that used the (then existing) Density Bonus Ordinance was the 72-unit Santa Monica Street housing development approved by the City in 2020. The applicant requested three concessions and/or waivers or reductions of a development standard based on State density bonus law:

- A waiver of the requirement to provide private open space (balconies and patios)
- A reduction in required parking
- A fee credit to reduce total development fees.

Note that the applicant did not request an increase in the number of units, as their project met the density limits in the RH (Residential High Density) zoning district. This illustrates that the "Density Bonus" program is a flexible program designed to meet the varying needs of project proponents designing affordable housing projects.

DISCUSSION

Density bonus law is a state mandate. In other words, a developer that meets the requirements under state law is entitled to receive the density bonus and other benefits as a matter of right.

The amount of density bonus and the number of incentives and concessions and parking ratios that a project is entitled to is based on the number of affordable units and the project type. The maximum density bonus currently available for most projects is 35%, except that 100% affordable projects may be entitled to a density bonus of 80%. The maximum number of required incentives/concessions is four, but there is no maximum number of waivers of development standards that can be requested. In all cases, however, the waiver must be for a development standard that would physically prevent the project from being built at the proposed density and with the granted incentives/concessions.

A "housing development" is defined as a project that includes 5+ residential units, including mixed use projects. In other words, a duplex or quadruplex isn't eligible for a density bonus.

The proposed ordinance makes the following changes from the existing Code provisions:

- Adds definitions for "childcare facility," "development standard," "housing development," "incentives and concessions," "lower income households," "major transit

PC ITEM NO.: C

PC FILE NO.: OA2020-011

PROJECT: 2021 DENSITY BONUS ORDINANCE AMENDMENT

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PC DATE: 02/10/2021

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stop,” “maximum allowable residential density,” “moderate income households,” “senior citizen housing development,” and “very low income households.”

- Includes additional details about how density bonus applications will be processed and approved by the City.
- Updates the code to include new types of project added by the State, including projects that provide housing for transitional foster youth, disabled veterans, homeless persons, and lower income students. The ordinance also provides that a project is ineligible if it would redevelop existing dwelling units or units demolished in the previous 5 years that were restricted to or occupied by lower income households, unless those affordable units are replaced.
- Includes the findings the City would need to make to deny a request for an incentive or concession, or a waiver of development standards.
- Includes the reduced parking requirements that an eligible project is entitled to upon request, including certain types of projects that are entitled to no minimum parking requirements.

The revised Ordinance does not amend the *process* for developing the package of incentives and development waivers. The Ordinance requires a project proponent to use the City’s Conceptual Review process to identify potential incentives and development standard waivers.

CORRESPONDENCE

Notice of the proposed Zoning Ordinance revisions was published in the newspaper, as required by state law.

ENVIRONMENTAL REVIEW

Staff has determined that this Ordinance is exempt from the California Environmental Quality Act (CEQA) as there is no possibility that this Ordinance would have a significant impact on the environment pursuant to State CEQA Guideline Section 15061(b)(3). This Ordinance merely incorporates State law, allowing applicants to seek a density bonus pursuant to Government Code Section 65915.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2021-03, which recommends the City Council approve the Zoning Ordinance Amendments.

ATTACHMENTS:

1. Planning Commission Resolution No. 2021-03, with attached:
 - Exhibit A - Draft Proposed City Council Ordinance

**CITY OF FAIRFIELD
PLANNING COMMISSION
MINUTES**

Via Teleconference

February 10, 2021
Regular Meeting
6:00 p.m.

I. ROLL CALL

Present: Chairperson WOOD, Chuck
Vice-Chairperson MATTHEWS, Chris
Commissioner CHILDS, Jerome
Commissioner CRUZEN, Melissa
Commissioner EVANS, Lerecia
Commissioner WESLEY, William

Absent: Commissioner COAN, Michael

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Wesley.

III. INFORMATION ON SPEAKER CARDS

IV. APPROVAL OF AGENDA

Commissioner Childs made a motion to approve the agenda as proposed. The motion was seconded by Commissioner Evans. Voting was done by roll call, and the motion was approved unanimously, with Commissioners Coan absent.

V. APPROVAL OF MINUTES OF NOVEMBER 18, 2021

Commissioner Wesley made a motion to approve the minutes of November 18, 2021 as proposed. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioners Coan absent.

VI. PUBLIC COMMENTS

No persons spoke during Public Comments, and no comments were received via the planning@fairfield.ca.gov inbox.

VII. SCHEDULED MATTERS

ITEM A CORDELIA RV DIGITAL BILLBOARD

RESOLUTION NO. 2021-01

RESOLUTION OF THE FAIRFIELD PLANNING COMMISSION APPROVING SIGN PERMIT (SN2020-050) FOR A DOUBLE-FACED FREEWAY FREESTANDING SIGN WITH DIGITAL DISPLAY AT 4850 AUTO PLAZA CT. (APN: 0180-110-040)

Amy Kreimeier made a presentation on the item and answered questions. She also noted a needed amendment to the proposed resolution regarding the CEQA finding, changing the exemption from "Infill" to "Existing Facilities".

The following person spoke during the Public Comments

- Erik Neese, 401 Slobe Avenue, Sacramento on behalf of the applicant

No comments were received via the planning@fairfield.ca.gov inbox.

Vice-Chairperson Matthews made a motion to adopt Resolution 2021-01, with a modification that the CEQA exemption should be Section 15301 Existing Facilities, rather than Infill. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

ITEM B CEMENT HILL CONVENIENCE MARKET, GAS STATION, AND CARWASH

RESOLUTION 2021-02

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS FROM LIMITED INDUSTRIAL (IL) TO NEIGHBORHOOD COMMERCIAL (CN) AND, CONTINGENT UPON CITY COUNCIL ACTION, APPROVING MINOR DEVELOPMENT REVIEW (MD2020-010), AND USE PERMIT (UP2020-010) FOR A GASOLINE SERVICE STATION, CONVENIENCE MARKET WITH ALCOHOL SALES, CAR WASH AND ASSOCIATED SITE IMPROVEMENTS OF SITE IMPROVEMENTS ON TWO PARCELS LOCATED AT THE SOUTHWEST CORNER OF CEMENT HILL ROAD AND PEABODY ROAD (APNs 0170-250-030, AND -040).

Associate Planner Brian Miller made a presentation on the item and answered questions. Planning Division Manager Dave Feinstein and Associate Civil Engineer Alvin Lei also answered questions.

The following person spoke during the Public Comments:

- Julio Tinajero, 1500 Peterson Road, Suisun City, on behalf of the applicant

No comments were received via the planning@fairfield.ca.gov inbox.

Commissioner Childs made a motion to adopt Resolution 2021-02. The motion was seconded by Commissioner Evans. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

ITEM C 2021 DENSITY BONUS ORDINANCE UPDATE

RESOLUTION 2021-03

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING CHAPTER 25, ARTICLE I, SECTION 25.38

OF THE FAIRFIELD CITY CODE (ALSO KNOWN AS THE DENSITY BONUS ORDINANCE OF THE CITY OF FAIRFIELD) TO CLARIFY DEFINITIONS, CLARIFY APPLICATION PROCEDURES, AMEND REQUIREMENTS FOR RECEIVING A DENSITY BONUS AND RELATED BENEFITS, AND DEFINE FINDINGS FOR THE DENIAL OF A REQUEST FOR INCENTIVES AND CONCESSIONS AND WAIVERS OF DEVELOPMENT STANDARDS, ALL TO BRING THE FAIRFIELD MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE LAW.

Associate Planner Brian Miller made a presentation on the item and answered questions. Planning Division Manager Dave Feinstein and Assistant City Attorney Casey Strong also answered questions.

No persons spoke during the Public Comments and no comments were received via the planning@fairfield.ca.gov inbox.

Vice-Chairperson Matthews made a motion to adopt Resolution 2021-03. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

VIII. INFORMATION AND COMMUNICATIONS

A. DIRECTOR'S REPORT AND COMMISSIONER'S COMMENTS

Planning Division Manager Dave Feinstein highlighted the previous night's joint City Council-Planning Commission study session on the General Plan Update, and invited members of the public to attend one of the two workshops that week. He also noted the Commission's comments on seeking to facilitate housing and density, and noted that the General Plan Update is the right opportunity to address those issues. Mr. Feinstein indicated that there will be items scheduled for the next Commission meeting, and at least one, if not both March meetings. He noted that the remodel to the Commission's regular meeting space in the City Council Chambers was nearly complete, and that when the Commission meets in person again, it will be in the Chambers. Lastly, he updated the Commission regarding the annual Planning Commissioners Conference, normally held in early March. He indicated that the League of California Cities intends to hold the conference remotely this year, either in late March or in April, at a date still to be scheduled. Mr. Feinstein will provide more details for the Commission as they become available.

IX. ADJOURNMENT TO NEXT MEETING OF FEBRUARY 24, 2021

Respectfully submitted,


DAVID FEINSTEIN
Planning Commission Secretary



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Public Hearing;

and First Reading and Introduction of Ordinance 2021-03 of the City Council of the City of Fairfield Amending Chapter 25, Article I of the Fairfield City Code (Also known as the Zoning Ordinance of the City of Fairfield) Amending the Zoning Map of the City of Fairfield to Rezone Two Parcels at the Southwest Corner of Peabody Road and Cement Hill Road from IL (Limited Industrial) (APN: 0170-250-030 and -040) to CN (Neighborhood Commercial)

RECOMMENDED ACTION

Hold public hearing; waive full reading, read by title only; and introduce ordinance for first reading.

STATEMENT OF ISSUE

The City has received an application from Milestone Associates that seeks rezoning of two parcels on the south side of Cement Hill Road, west of Peabody Road. The purpose of the rezoning is to permit the development of a car wash, gas station, and convenience market on the site. The parcels are currently zoned IL (Limited Industrial) which does not permit these uses. The request seeks rezoning to the CN (Neighborhood Commercial) zoning district.

DISCUSSION

In 2020, Milestone Associates submitted a request for Minor Development Review and Use Permit approval to allow the construction and operation of an automated car wash, gas station and 5,200 square foot convenience retail building in northeast Fairfield. The project site, at the southwest corner of Cement Hill Road and Peabody Road is currently zoned IL (Limited Industrial), which does not allow the full range of uses proposed by Milestone Associates.

The General Plan designation for the site is Mixed Use Commercial and identifies the project site for neighborhood commercial uses. The Mixed Use designation, approved in 2015, reflects earlier planning for the Hawthorne Mill project, a mixed residential and commercial project on the south side of Cement Hill Road. The Hawthorne Mill project was not developed, and the associated Zone Change to

implement the Mixed-Use designation was not finalized. Milestone has applied for and is seeking approval of a zone change to CN (Neighborhood Commercial) to allow their project.

The project proposed by Milestone Associates provides smaller-scale local and community serving commercial land uses at the intersection of two major arterial roadways. While these uses are automobile-oriented, the convenience market is large enough to also serve developing residential neighborhoods in the area. As such, a CN (Neighborhood Commercial) zoning designation is appropriate for both the development proposal and the underlying General Plan land use designation. As described in the Ordinance, the Zone Change meets all criteria in the Zoning Ordinance for said change.

Environmental Review: The project, including this Zone Change, is considered an “infill” development, as existing urban development surrounds the parcels on three sides. Thus, it is considered “exempt” under Section 15332, In-Fill Development Projects. The Zone Change also brings the Zoning into conformance with the General Plan. Note also that the Environmental Impact Report for the original Hawthorne Mill project proposed for the area south of Cement Hill Road found no wetlands or sensitive species on this site.

FINANCIAL IMPACT

There are no direct financial impacts to the City from the rezoning. Subsequent construction on the property and operation of the intended land uses will generate an undetermined amount of additional property and sales tax revenue.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

At its meeting on February 10, 2021, the Planning Commission held a public hearing that was duly noticed in the Daily Republic on January 30, 2020. At the meeting, the Planning Commission adopted Resolution No. 2021-02. The resolution approved the Development Review and Use Permit entitlements for the project and recommended that the City Council adopt the proposed Ordinance amending the zoning from IL to CN. The Planning Commission approvals are contingent upon the City Council approving the zoning amendment.

For the March 2, 2021 City Council meeting, a public hearing notice was published in the Daily Republic newspaper on February 19, 2021, mailed to all persons who own property within 500 feet of the subject property, and posted on site. The City has received no questions or comments regarding this proposal at the time of this writing.

ALTERNATIVE ACTION

The City Council may choose to not adopt the proposed Ordinance. With such action, the proposed development project could not move forward as the land uses are not consistent with the proposed commercial uses.

STAFF CONTACT

Brian K. Miller, Associate Planner
(707) 428-7446
bkmiller@fairfield.ca.gov

COORDINATED WITH

N/A

ATTACHMENTS:

**Proposed Ordinance
Exhibit A_Zoning Exhibit
PC Resolution 2021-02**

REVIEWERS:

Reviewer	Action	Date
Gassaway, David	Approved	2/16/2021 - 7:39 PM
Alexander, Amber	Approved	2/17/2021 - 4:39 PM
Alexander, Amber	Approved	2/22/2021 - 11:45 AM

CITY OF FAIRFIELD

ORDINANCE NO. 2021-03

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING CHAPTER 25, ARTICLE I OF THE FAIRFIELD CITY CODE (ALSO KNOWN AS THE ZONING ORDINANCE OF THE CITY OF FAIRFIELD) AMENDING THE ZONING MAP OF THE CITY OF FAIRFIELD TO REZONE TWO PARCELS AT THE SOUTHWEST CORNER OF PEABODY ROAD AND CEMENT HILL ROAD FROM IL (LIMITED INDUSTRIAL) (APN: 0170-250-030 AND -040) TO CN (NEIGHBORHOOD COMMERCIAL)

THE CITY COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

SECTION 1. Statement of Intent

- A. The City of Fairfield has an adopted Zoning Ordinance and Zoning Map, to address development and ensure consistency with the Fairfield General Plan and City Policy.
- B. From time to time, it is necessary to revise the Zoning Map to correct mapping errors and bring the Zoning Map into conformance with General Plan.
- C. On February 10, 2021, the Planning Commission was presented with a revision to the Zoning Map contained herein and, after holding a duly noticed public hearing, voted to recommend that the City Council approve the proposed revisions.
- D. The City has held a duly noticed public hearing on the proposed revisions to the Zoning Map in accordance with the rules and regulations regarding such.

SECTION 2. Chapter 25, Article I, Section 25.12.3 of the Fairfield City Code, also known as the City of Fairfield Zoning Map, is hereby amended as shown on the Sectional Zoning Map Exhibit (ZC2020-04) attached hereto as Exhibit A.

Pursuant to Section 25.47 of the Zoning Ordinance, the City Council finds as follows:

- A. The proposed Zoning Map changes are consistent with the goals, policies, and actions of the General Plan; and
- B. The proposed Zoning Map changes would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

- C. The proposed developments on the sites are physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations; and
- D. The proposed Zoning Map changes are in compliance with the provisions of the California Environmental Quality Act (CEQA) as approved by the Fairfield City Council.

SECTION 4. A summary of this ordinance shall be printed and published twice in the Daily Republic, a newspaper of general circulation, printed and published in the City of Fairfield.

SECTION 5. This Ordinance shall be effective 30 days following its adoption by the City Council. A summary of this Ordinance shall, within 15 days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Councilmembers voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 2nd day of March, 2021; and

PASSED AND ADOPTED this _____ day of _____, 2021, by the following vote:

AYES: Councilmembers: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

MAYOR

ATTEST:

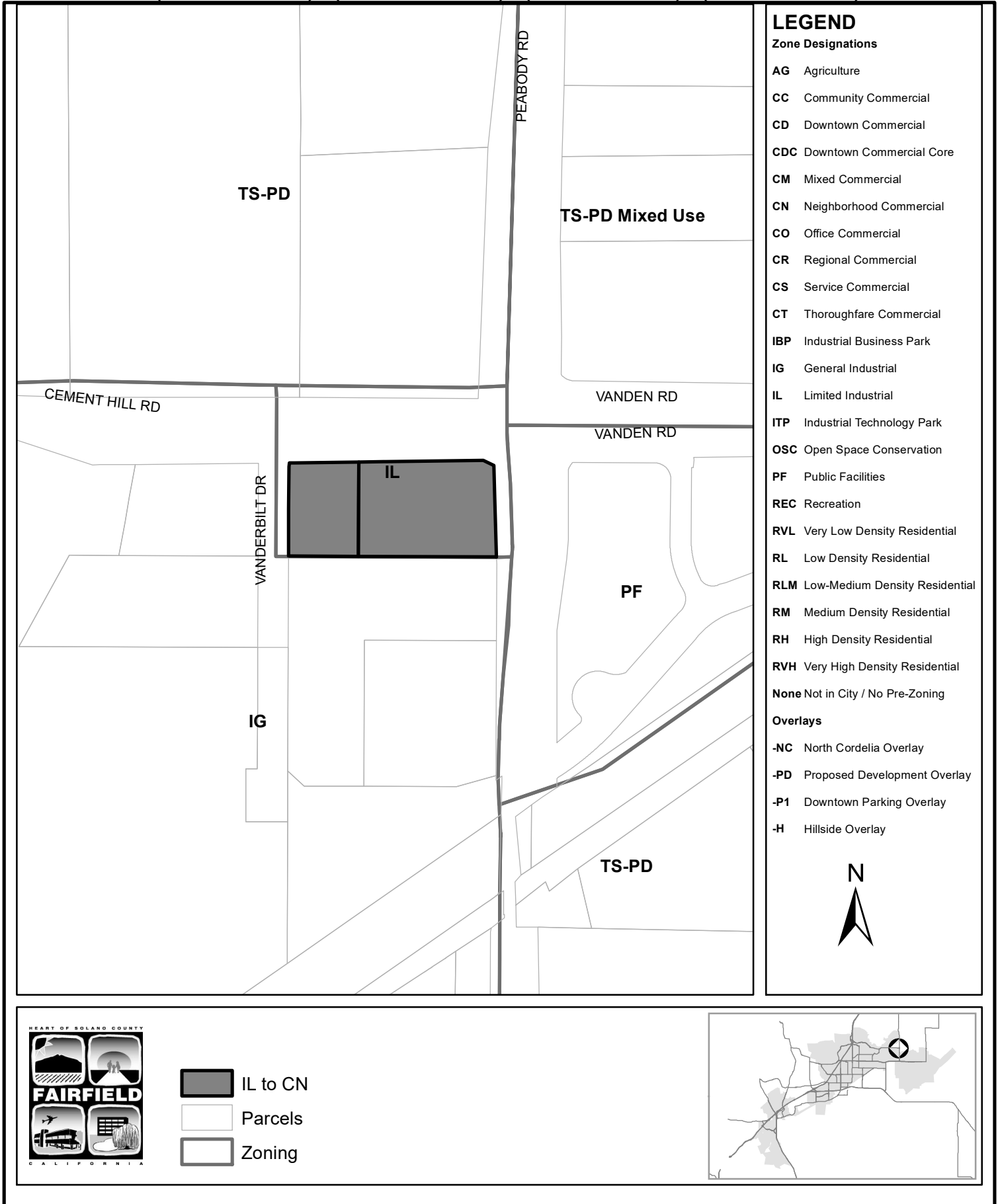
CITY CLERK

EXHIBIT A

ZONING EXHIBIT

Cement Hill Retail Center

(ZC2020-004); (MD2020-010); (ER2020-033); (UP2020-010)



City of Fairfield Planning Commission

RESOLUTION NO. 2021-02

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD
RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE
AMENDING THE ZONING OF TWO PARCELS FROM LIMITED INDUSTRIAL
(IL) TO NEIGHBORHOOD COMMERCIAL (CN) AND, CONTINGENT UPON
CITY COUNCIL ACTION, APPROVING MINOR DEVELOPMENT REVIEW
(MD2020-010), AND USE PERMIT (UP2020-010) FOR A GASOLINE SERVICE
STATION, CONVENIENCE MARKET WITH ALCOHOL SALES, CAR WASH AND
ASSOCIATED SITE IMPROVEMENTS OF SITE IMPROVEMENTS ON TWO
PARCELS LOCATED AT THE SOUTHWEST CORNER OF CEMENT HILL ROAD
AND PEABODY ROAD (APNs 0170-250-030, AND -040)**

THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD HEREBY RECITES, FINDS, DETERMINES, ORDERS, AND RESOLVES AS FOLLOWS:

SECTION 1. On October 20, 2020, applications for Zone Change (ZC2020-004), Minor Development Review (MD2020-010), Use Permit (UP2020-010), and Environmental Review (ER2020-033) to allow the development of an approximately 3-acre site with a gasoline service station, approximately 5,000 square foot convenience market, and self-service car wash on two parcels located at the southeast corner of Cement Hill Road and Peabody Road (APNs 170-250-030 AND 040) (the "Project") were properly filed with the Community Development Department in accordance with the rules and regulations governing the official filing of such applications.

SECTION 2. The Planning Commission has held a duly noticed public hearing on February 10, 2021. City staff presented substantial factual information regarding the proposed Project in staff reports and through oral presentations before the Commission, and the Planning Commission considered all public testimony and information presented during the public hearing regarding this application.

SECTION 3. Based on information provided by staff, The Planning Commission found the project Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA). under Section 15332, In-Fill Development Projects. For this reason, the proposed Use Permit complies with CEQA.

SECTION 4. The Planning Commission adopts the following findings in support of this Zone Change and Development Review request:

- (a) *Subject property is currently zoned Limited Industrial (IL). The General Plan designation for the site is instead "Mixed Use-Neighborhood Commercial". The proposed Zone Change will make the project is consistent with the General Plan and Zoning Ordinance, and any applicable Areawide or Specific Plan. The project is consistent with the General Plan in that it anticipates neighborhood serving retail uses at a key intersection commercial retail specialty shopping centers that may be smaller in size than other. The Project is also consistent with multiple General Plan objectives: Objective LU 13: Minimize conflicts between land uses; Objective LU 18: Encourage infill development and compact growth; Objective UD 4: Ensure high standards of quality in development; and Objective UD 8: Encourage and approve infill development which is compatible with the surrounding area. The Project is consistent with the Zoning Ordinance in that a Convenience Market, Service Station, and Minor Automobile Repair and Repair are permitted uses with the approval of a Conditional Use Permit. The Project is also consistent with the applicable Zoning Ordinance development regulations, as proposed and conditioned.*
- (b) The exterior design and appearance of the project will not cause the nature of the neighborhood to economically, physically, or visually decline. *The Project will be developed to meet specific Zoning Ordinance and other City code requirements, and standard and special Development Review conditions of approval to ensure that the architecture, site improvements, landscaping, and lighting are compatible with developments within close proximity and the greater surrounding area.*
- (c) The project is of high-quality design consistent with applicable design policies and standards of the City. *The project is consistent with the applicable standards of the Zoning Ordinance and the City's Design and Development Guidelines for commercial projects, as proposed and conditioned. Architecturally, the proposed buildings are typical of many new service stations and self-serve car washes in basic layout and architectural design and is not unique to Fairfield. However, the project exemplifies many of the City's design guidelines in that it uses a variety of building materials and elements. Project landscaping consists of a variety trees, shrubs, and groundcovers to soften and complement the hardscape improvements.*
- (d) Any potentially significant negative impacts to environmental quality and natural resources have been properly mitigated through project design and conditions of approval. In addition, the site is considered an infill project and is thus categorically exempt under the California Environmental Quality Act (CEQA)

SECTION 5. The Planning Commission adopts the following findings in support of this Use Permit request:

- (a) The location, size, design, and operating characteristics and intensity of the proposed use are compatible with the existing and anticipated future land uses in the vicinity. *The greater project area contains a collection of commercial and industrial land uses that are auto-oriented in nature, including commercial buildings of a comparable size and type. Development in the Train Station Specific Plan which abuts the project site to the north and east does envision a pedestrian-oriented, mixed use land use. However, the site is outside of the Train Station Specific Plan boundary, and the proposed automobile service and oriented land uses are suitable for Cement Hill Road. The Project is designed in a manner to facilitate a harmonious relationship with existing developments in close proximity.*
- (b) The proposed use is consistent with the General Plan and Zoning Ordinance, and any applicable Areawide or Specific Plan. *The site is designated as Mixed Use-Neighborhood Commercial on the General Plan Land Use Diagram and upon adoption of an Ordinance by the City Council will be located in the Neighborhood Commercial (CN) zoning district. The project is consistent with the General Plan in that it anticipates smaller scale neighborhood serving retail uses, such as a convenience market. The Project is also consistent with multiple General Plan objectives: Objective LU 13: Minimize conflicts between land uses; Objective LU 14: Develop sufficient employment generating uses to maintain a positive City fiscal condition and housing balance; Objective LU 18: Encourage infill development and compact growth; Objective UD 4: Ensure high standards of quality in development; and Objective UD 8: Encourage and approve infill development which is compatible with the surrounding area. The Project is consistent with the Zoning Ordinance in that drive-through sales with food service is permitted in the CC district with the approval of a Conditional Use Permit. The Project is also consistent with the applicable Zoning Ordinance development regulations, as proposed and conditioned.*
- (c) Any potentially significant negative impacts to environmental quality and natural resources have been properly mitigated through project design. As an infill site, the project is categorically exempt from further review under the California Environmental Quality Act.
- (d) Adequate facilities, such as roads, utilities, and City services are provided to serve the use, or will be provided as conditions of approval for the Use Permit. *The subject site has direct access to Cement Hill Road and Vanderbilt Drive. The parcel is within City limits and can be served by utilities and City services. The Project will be required to meet several Development Review conditions as contained in Exhibit B, which will ensure that it is provided adequate utilities and City services. This will include a number of Public Works Department requirements, including the Project annexing into Community Facilities District #2012-2, which is an Open Space, Public Safety, and Park Maintenance Mello Roos District. Property owners within the District will be required*

to pay special on-going annual assessments to be used for the following: Purchase of open space within the Fairfield area; Police and Fire protection, including but not limited to expenses for personnel, equipment, and supplies; and ongoing maintenance of neighborhood parks.

- (e) The proposed use will not create either an imbalance or overabundance of similar uses in the vicinity. *Cement Hill Road and Peabody Road contain a collection of auto-oriented uses. The nearest service station, convenience, and car wash uses are one-half mile from the site, accessed from a Peabody Road, a different access street. The Train Station Specific Plan does not anticipate additional automobile-oriented retail uses along Cement Hill Road. It is not atypical for a site located at a major intersection to contain retail uses and services for automobiles. With limited existing and potential for similar uses in the area, the use will not create an imbalance or overabundance of similar uses in the vicinity.*
- (f) The proposal will not constitute a nuisance or be detrimental to the health, safety, morals, peace, or the general welfare of the surrounding neighborhood and the City. The conditions and limitations on the use identified in the conditions of the Use Permit will assure the use does not bear an adverse effect on the surrounding neighborhood. *The Project as proposed and the Conditions of Development Review and the Use Permit will ensure that it does not bear an adverse effect on the general welfare of the surrounding neighborhood and the City. Notable conditions include a Property Maintenance Agreement between the property owner, operator, and the City of Fairfield that will be recorded on the property; limitations on noise, and light associated with the operation; and a prohibition on loitering.*

SECTION 6. Based upon the written findings set forth in Sections 3 and 4 of this Resolution, the Planning Commission hereby recommends the Fairfield City Council adopt the proposed Ordinance, attached hereto as Exhibit A, amending the Zoning Map to change the designation of the properties from IL to CN.

SECTION 7. Contingent upon the adoption of the Zoning Map amendment in Section 6, the Planning Commission and based upon the written findings in Sections 3, 4, and 5, the Planning Commission hereby grants the following approvals:

- (a) Minor Development Review (MD2020-010) subject to the conditions contained in the attached Exhibit B; and
- (b) Use Permit (UP2020-010) subject to the conditions contained in the attached Exhibit C.

SECTION 7. The record of proceedings shall be located at the City's Community Development Department and the Director of Community Development shall be the custodian of such documents.

PASSED AND ADOPTED this 10th day of February, 2021.

AYES: COMMISSIONERS: Jerome CHILDS / ~~Michael COAN~~ / Melissa CRUZEN / Lerecia EVANS / Chris MATTHEWS (Vice) / William WESLEY / Charles WOOD (Chair)


NOES: COMMISSIONERS: NONE

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: COAN


CHARLES WOOD, Chairperson

ATTEST:



DAVID FEINSTEIN, Secretary

USE PERMIT

CITY HALL, CIVIC CENTER
FAIRFIELD, CA 94533

CHANDI BROTHERS is hereby granted a Use Permit (U.P. 2020-010) to allow the establishment of **Service Station, Automobile Maintenance and Minor Repair, and Convenience Market** land uses in the **proposed Neighborhood Commercial (CN)** Zoning District on property at Cement Hill Road (**APNs 0170-250-030 and -040**) under the provisions of Section 25.40.6 of the Zoning Ordinance.

The following findings meet the requirements of Section 25.40.6 of the Zoning Ordinance for the grant of Use Permit:

1. The location, size, design, and operating characteristics and intensity of the proposed uses are compatible with the existing and anticipated future land uses in the vicinity.
2. The proposed uses are consistent with the General Plan and will be consistent with the Zoning Ordinance, and any applicable Areawide or Specific Plan.
3. Any potentially significant negative impacts to environmental quality and natural resources have been properly mitigated through development review and conditions of approval. For this reason, the proposed Conditional Use Permit complies with the California Environmental Quality Act (CEQA).
4. Adequate facilities, such as roads, utilities, and City services are provided to serve the uses, or will be provided as conditions of approval for the Use Permit.
5. The proposed uses will not create either an imbalance or overabundance of similar uses in the vicinity.
6. The proposed uses will not constitute a nuisance or be detrimental to the health, safety, morals, peace, or the general welfare of the surrounding neighborhood and the City. The conditions and limitations on the uses identified in the Conditions of the Use Permit will assure the use does not bear an adverse effect on the surrounding neighborhood.

This grant is made pursuant to the application of **CHANDI BROTHERS** on file in the Department of Community Development and is subject to compliance with the following conditions:

1. Approval of the Use Permit is contingent upon adoption by the City Council of an Ordinance changing the Zoning from the current Industrial Limited (IL) zoning district to the Neighborhood Commercial (CN) zoning district.
2. Operation of the Convenience Market shall be substantially in accord with the petition for Use Permit and plans dated "Received, 2021" except as modified by conditions stated herein;

3. The City will review calls for police service related to illegal activities, public disturbances or nuisances and compare the amount of calls for service at similar establishments. A pattern of service calls that are disproportionate in comparison to other convenience markets in the City may result in revocation of the Use Permit. Revocation may be initiated for violations including, but not limited to the following:
 - a. Sales of alcoholic beverages to minors or intoxicated persons;
 - b. Arrests for the consumption of alcoholic beverages on the property; and
 - c. Public nuisance conditions associated with the business or its customers, including but not limited to: open container violations; excessive noise; harassment of passersby; and other violations of law on the property or attributable to customers of the business.
4. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the owner/operator shall be removed or painted over within 48 hours of being applied.
5. The owner/operator shall be responsible for maintaining and removing litter from the premises and adjacent areas over which they have control.
6. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or directly adjacent to the parking lot. Additionally, the position of such lighting shall not disturb the normal privacy and use of any neighboring residences.
7. No wine shall be sold with an alcoholic content of greater than 15% by volume except for "Dinner Wines", which have been aged for two years or more.
8. The sale of beer or malt beverages, not including "high end imported beers", in quantities of quarts or similar size containers is prohibited.
9. Alcoholic beverages cannot be sold by single containers less than 12 oz., but must be sold in manufacturer pre-packaged multi-unit quantities.
10. There shall be no exterior advertising or sign of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Window displays of alcoholic beverages primarily directed to the exterior shall be prohibited.
11. No pay phone will be maintained on the interior or exterior of the premises.
12. The display of alcoholic beverages shall not exceed 30% of the square footage of the premises accessible by patrons.
13. Loitering is prohibited and owner/operator shall police the area under their control at 3650 Nelson Road in an effort to prevent the loitering of persons about the premises.

14. The owner/operator shall post and maintain a professional quality sign facing the parking lot(s) that read as follows:
 - a. NO LOITERING, NO LITTERING
NO DRINKING OF ALCOHOLIC BEVERAGES
VIOLATORS ARE SUBJECT TO ARREST
 - b. The sign shall be at least two feet square with two-inch block lettering; and
 - c. The sign shall be in English and Spanish.
15. Items placed on or in front of the windows may only cover a total of 1/3 of the surface of each window to ensure visibility into the premises. This includes, but is not limited to, advertisements, plywood, and display shelving.
16. The market shall utilize CCTV, with no less than 1/3" high resolution color cameras, digital surveillance and recording equipment that is able to view the inside of the entire public access area of the premise and the exterior parking lot areas. The video must be recorded and saved for no less than 30 days. The Fairfield Police Department shall be included in determining the placement of the cameras.
17. Compliance with the CN (Neighborhood Commercial) zoning provisions applicable to this site.
18. The Use Permit shall be obtained and shall be continually exercised in such a manner that the following conditions are fully complied with:
 - a. The Use Permit was obtained without fraud or misrepresentation;
 - b. The Use Permit has been exercised by the person(s) granted the Use Permit or his representative, successors, or assignees, in compliance with the conditions of approval, and in accordance with any statute, ordinance, law, or regulation not excused by the Permit; and
 - c. The Use Permit is being or has been exercised in a manner which is not to be detrimental to the public health, safety, and general welfare or so as not to constitute a nuisance.
19. Nothing contained in the above conditions shall prevent the exercise of any provision of the Zoning Ordinance relative to revocation of the Use Permit.;
20. Operation of the use shall be in compliance with all State and City Codes.
21. The Use permit shall be obtained and shall be continually exercised in such a manner that the following conditions are fully complied with:
 - a. The Use Permit was obtained without fraud or misrepresentation; and
 - b. The Use Permit has been exercised by the person(s) granted the Use Permit or his representative, successors, or assignees, in compliance with the conditions of approval, and in accordance with any statute, ordinance, law, or regulation not excused by the Permit; and

- c. The Use Permit is being or has been exercised in a manner which is not to be detrimental to the public health, safety, and general welfare or so as not to constitute a nuisance;

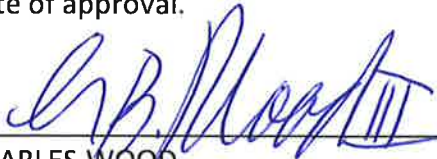
22. All parking provided for the vacuum cleaners associated with the car wash use shall be available at all times to all patrons of the project, including convenience store customers.

23. **CHANDI BROTHERS and property owner(s), and their successors in interest**, shall indemnify, defend and hold harmless the City, its officials, officers, agents and employees (collectively "Indemnitees") from and against any and all claims, actions, lawsuits, damages, losses and liabilities arising or resulting from the granting of this permit by the City, the performance of the use authorized by this permit or the exercise of the rights granted by this permit. This indemnification obligation shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the Indemnitees in connection with any such claims, actions or lawsuits, any expert fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such claim, action or lawsuit. The City shall promptly notify **CHANDI BROTHERS and property owners** of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. In the event such a legal action is filed, the City shall estimate its expenses for litigation. **CHANDI BROTHERS or property owners** shall deposit such amount with the City or enter into an agreement with the City to pay such expenses as they become due.

CHANDI BROTHERS and property owners shall reimburse the City, and each of the Indemnitees for any and all legal expenses and costs incurred by it in enforcing the indemnity herein provided.

Approved by action of the City of Fairfield on the 10th day of February, 2021. (effective date of permit).

The Use Permit is automatically revoked and terminated unless used within twenty-four (24) months from date of approval.



CHARLES WOOD

Chairperson, Fairfield Planning Commission

Attest:



DAVE FEINSTEIN

Secretary

STAFF REPORT

Meeting

Date: February 10, 2021

To: Chairperson and Members of the Planning Commission

From: Community Development Department

Subject: **ITEM B: CEMENT HILL CONVENIENCE MARKET, GAS STATION, AND CARWASH**
Resolution No. 2021 - 02
Zone Change (ZC2020-004)
Minor Development Review (MD2020-010)
Use Permit (UP2020-010)
Environmental Review (ER2020-033).
Location: Cement Hill Road at Peabody Road (APNs 0170-250-030 and -040)
Applicant: Chandi Brothers
Owner: Chandi Brothers

Public Hearing on Request by Chandi Brothers for a Zone Change from the IBP zoning district to the CN zoning district; and to allow the construction of a +/- 5,000 convenience market, gasoline service station, and automated car wash on property located on two parcels at the intersection of Cement Hill Road, Peabody Road, and Vanderbilt Drive (APN 170-250-030 and 040). The project will also require a Use Permit to allow operation of the convenience market. The project has been determined to be categorically exempt under the provisions of the California Environmental Quality Act (CEQA) (Planner: Brian Miller, 707-428-7446; bkmiller@fairfield.ca.gov)



SITE INFORMATION

A. Location: Southeast corner of Cement Hill Road and Peabody Road between Peabody Road and Vanderbilt Drive (APN 0170-250-030 and 040)

B. Parcel Size: 0.58 acres and 1.07 acres, 1.65 acres total.

C. <u>Zoning and Land Use:</u>	<u>Zoning</u>	<u>Land Use</u>
Project Site:	IL	Vacant
North:	TS-PD	Light Industrial
South:	IG	PG&E Substation
East:	TS-PD	Train Station
West:	IG	Vacant

City of Fairfield
Community Development Department

Prepared by: 
Reviewed by: 

D. General Plan Designations:

Project Site:	Mixed Use (Neighborhood Commercial)
North:	Train Station Specific Plan
South:	General Industrial
East:	Train Station Specific Plan
West:	General Industrial

- E. Site Characteristics/Special Features: The site is a vacant, largely level property with limited vegetation consisting of ruderal non-native grasses that are mowed on occasion.

PROJECT DESCRIPTION

- A. Building Area/%Coverage: 9,540 square feet (convenience market and carwash)/13.2%

- B. Landscape Area/% Coverage: 18,698 square feet/26.0%

- C. Parking Required/Provided: 35 spaces/45 provided

D. <u>Setbacks:</u>	<u>Required</u>	<u>Provided</u>
Front:	25'	27.5' (to property line)
Rear:	10'	16' (minimum)
Sides:		
West:	20'	46.55
East:	20'	20.27' (to property line)

BACKGROUND INFORMATION

The proposed project is located at the intersection of Cement Hill Road (Future Manuel Campos Parkway) and Peabody Road and incorporates the two parcels between Peabody Road and Vanderbilt Lane. The site is just outside the boundaries of the Train Station Specific Plan to the west of the Hannigan (Fairfield-Vacaville) Capital Corridor Station across Peabody Road. The site was originally intended to be developed as a commercial site as part of the previously approved Hawthorne Mill project. While Hawthorne Mill did not proceed as originally planned, the commercial uses in this project remain consistent with the General Plan land uses still applicable to the site.

ANALYSIS FOR PLANNING COMMISSION

- A. General Plan/Zoning Consistency: The site has a General Plan designation of Mixed Use-Neighborhood Commercial. The project site is, however, zoned Limited Industrial (IL), which is not consistent with the General Plan designation. A Zone Change application is required to correct this inconsistency. Approval of the project is thus contingent upon the requested Zone Change from Limited Industrial (IL) to Neighborhood Commercial (CN), the latter of which will permit the development of the project as proposed.

- B. Development Review:

The proposed project consists of a +/-5,000 square-foot convenience market, a gasoline service station pump island with ten pumps under an all-weather canopy and a separate 3,120 square-foot automated car wash building with a small office. The car wash operation includes outdoor vacuum cleaner stations.

A conceptual landscape plan was submitted for the proposed project. With the exception of frontage along Vanderbilt Drive, the plans meet minimum landscape dimension requirements. For the CN Zone along Vanderbilt, 15 feet of landscaping is required, however portions of the frontage include only 4 feet of landscaping. Proposed conditions of approval require 15 feet of landscaping in this location. Complying with this condition will require that the car wash building be shortened on its west side with the entry aisle into the car wash tunnel be adjusted as well. Staff and applicant have discussed this requirement and are in agreement that it can be satisfied. In addition, conditions are proposed to ensure that a sufficient number and size of street trees are provided. A minimum of 13, 24-inch box species are required, with plantings on the project site and within the sidewalk landscape planter strips. Furthermore, conditions have been placed to ensure that the landscape materials are consistent and compatible with the future residential projects to the west.

Additional conditions are proposed to address challenging access issues for the site. The site is located at an intersection of two major arterials: Peabody Road and Cement Hill Road. Cement Hill Road will be widened in this location in the future, however, its ultimate width, either four or six lanes is undetermined at this time. Following detailed review by the City's Traffic Engineer, the project will be allowed right-in/right-out only access from Cement Hill Road, with left turns onto Cement Hill Road only allowed from Vanderbilt Drive in the near term. Long term left turn access to Cement Hill Road from Vanderbilt Drive will depend on the final configuration of Cement Hill Road. Left turns would not be allowed if a six-lane configuration for Cement Hill Road is constructed by City. In this case, a median would be installed to prohibit left turns from Vanden Road. Currently, the City has not determined this final configuration, which depends on the ultimate traffic generated by development in the Train Station Specific Plan area.

Stormwater treatment areas have been incorporated through vegetated swales along the north edge of the property to meet all code requirements.

The architecture is typical of higher quality convenience market/gasoline service stations with the use of colorful materials and varied forms. The automated car wash building is also typical of “high tech” designs seen in other Fairfield car wash locations and meets the intents of the City’s Design and Development Guidelines.

In conclusion, as conditioned, the final site plan and buildings will meet all requirements of the City.

C. Conditional Use Permit

The Zoning Ordinance requires a Conditional Use Permit for any larger convenience market in the City, including in the proposed Neighborhood Commercial (CN) zoning districts. The applicable conditions for the CUP are typical of those applied to other convenience markets and focus particularly on controlling alcohol sales.

In addition, the proposed CN Zone requires a Conditional Use Permit for the operation of a service station and minor automobile repair and maintenance (the car wash). The Use Permit requires that all parking on the site, including parking associated with the vacuum cleaner, be available to the patrons of all uses on the property.

E. Environmental Review:

The project is considered an “infill” development as existing urban development surrounds the parcels on three sides. Thus, it is considered “exempt” under Section 15332, In-Fill Development Projects. For this reason, the proposed Use Permit complies with the California Environmental Quality Act (CEQA).

Note also that the Environmental Impact Report for the original Hawthorne Mill project proposed for the area south of Cement Hill Road found no wetlands or sensitive species on this site.

F. Correspondence: A public hearing notice was published in the Daily Republic newspaper on January 30, 2020, mailed to all persons who own property within 500 feet of the subject property, and posted on site. The City has received no questions or comments regarding this proposal at the time of this writing.

RECOMMENDATION

Staff recommends the Planning Commission adopt Resolution 2021-02 recommending:

- The City Council adopt the proposed Ordinance attached approving the zone change (ZC2020-004) from IL (Limited Industrial) to CN (Neighborhood Commercial)
- Contingent upon the City Council action, approve the Minor Development Review (MD2020-010)
- Contingent upon the City Council action, approve the Conditional Use Permit for the Convenience Market, Service Station, and Minor Automobile Repair and Maintenance (Carwash) (UP2020-010)

ATTACHMENTS:

1. Resolution No. 2021-02, with attached:
 - Exhibit A – Proposed City Council Ordinance approving the zone change from IL to CN (ZC2020-004)
 - Exhibit B – Conditions of Minor Development Review Approval (MD2020-010)
 - Exhibit C – Conditional Use Permit (UP2020-010)
2. General Plan Exhibit
3. Zoning Exhibit
4. Reduced Plans (8.5" x 11")

**CITY OF FAIRFIELD
PLANNING COMMISSION
M I N U T E S**

Via Teleconference

February 10, 2021
Regular Meeting
6:00 p.m.

I. ROLL CALL

Present: Chairperson WOOD, Chuck
Vice-Chairperson MATTHEWS, Chris
Commissioner CHILDS, Jerome
Commissioner CRUZEN, Melissa
Commissioner EVANS, Lerecia
Commissioner WESLEY, William

Absent: Commissioner COAN, Michael

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Wesley.

III. INFORMATION ON SPEAKER CARDS

IV. APPROVAL OF AGENDA

Commissioner Childs made a motion to approve the agenda as proposed. The motion was seconded by Commissioner Evans. Voting was done by roll call, and the motion was approved unanimously, with Commissioners Coan absent.

V. APPROVAL OF MINUTES OF NOVEMBER 18, 2021

Commissioner Wesley made a motion to approve the minutes of November 18, 2021 as proposed. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioners Coan absent.

VI. PUBLIC COMMENTS

No persons spoke during Public Comments, and no comments were received via the planning@fairfield.ca.gov inbox.

VII. SCHEDULED MATTERS

ITEM A CORDELIA RV DIGITAL BILLBOARD

RESOLUTION NO. 2021-01

RESOLUTION OF THE FAIRFIELD PLANNING COMMISSION APPROVING SIGN PERMIT (SN2020-050) FOR A DOUBLE-FACED FREEWAY FREESTANDING SIGN WITH DIGITAL DISPLAY AT 4850 AUTO PLAZA CT. (APN: 0180-110-040)

Amy Kreimeier made a presentation on the item and answered questions. She also noted a needed amendment to the proposed resolution regarding the CEQA finding, changing the exemption from “Infill” to “Existing Facilities”.

The following person spoke during the Public Comments

- Erik Neese, 401 Slobe Avenue, Sacramento on behalf of the applicant

No comments were received via the planning@fairfield.ca.gov inbox.

Vice-Chairperson Matthews made a motion to adopt Resolution 2021-01, with a modification that the CEQA exemption should be Section 15301 Existing Facilities, rather than Infill. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

ITEM B CEMENT HILL CONVENIENCE MARKET, GAS STATION, AND CARWASH

RESOLUTION 2021-02

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE AMENDING THE ZONING OF TWO PARCELS FROM LIMITED INDUSTRIAL (IL) TO NEIGHBORHOOD COMMERCIAL (CN) AND, CONTINGENT UPON CITY COUNCIL ACTION, APPROVING MINOR DEVELOPMENT REVIEW (MD2020-010), AND USE PERMIT (UP2020-010) FOR A GASOLINE SERVICE STATION, CONVENIENCE MARKET WITH ALCOHOL SALES, CAR WASH AND ASSOCIATED SITE IMPROVEMENTS OF SITE IMPROVEMENTS ON TWO PARCELS LOCATED AT THE SOUTHWEST CORNER OF CEMENT HILL ROAD AND PEABODY ROAD (APNs 0170-250-030, AND -040).

Associate Planner Brian Miller made a presentation on the item and answered questions. Planning Division Manager Dave Feinstein and Associate Civil Engineer Alvin Lei also answered questions.

The following person spoke during the Public Comments:

- Julio Tinajero, 1500 Peterson Road, Suisun City, on behalf of the applicant

No comments were received via the planning@fairfield.ca.gov inbox.

Commissioner Childs made a motion to adopt Resolution 2021-02. The motion was seconded by Commissioner Evans. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

ITEM C 2021 DENSITY BONUS ORDINANCE UPDATE

RESOLUTION 2021-03

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FAIRFIELD RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING CHAPTER 25, ARTICLE I, SECTION 25.38

OF THE FAIRFIELD CITY CODE (ALSO KNOWN AS THE DENSITY BONUS ORDINANCE OF THE CITY OF FAIRFIELD) TO CLARIFY DEFINITIONS, CLARIFY APPLICATION PROCEDURES, AMEND REQUIREMENTS FOR RECEIVING A DENSITY BONUS AND RELATED BENEFITS, AND DEFINE FINDINGS FOR THE DENIAL OF A REQUEST FOR INCENTIVES AND CONCESSIONS AND WAIVERS OF DEVELOPMENT STANDARDS, ALL TO BRING THE FAIRFIELD MUNICIPAL CODE INTO CONFORMANCE WITH CURRENT STATE LAW.

Associate Planner Brian Miller made a presentation on the item and answered questions. Planning Division Manager Dave Feinstein and Assistant City Attorney Casey Strong also answered questions.

No persons spoke during the Public Comments and no comments were received via the planning@fairfield.ca.gov inbox.

Vice-Chairperson Matthews made a motion to adopt Resolution 2021-03. The motion was seconded by Commissioner Childs. Voting was done by roll call, and the motion was approved unanimously, with Commissioner Coan absent.

VIII. INFORMATION AND COMMUNICATIONS

A. DIRECTOR'S REPORT AND COMMISSIONER'S COMMENTS

Planning Division Manager Dave Feinstein highlighted the previous night's joint City Council-Planning Commission study session on the General Plan Update, and invited members of the public to attend one of the two workshops that week. He also noted the Commission's comments on seeking to facilitate housing and density, and noted that the General Plan Update is the right opportunity to address those issues. Mr. Feinstein indicated that there will be items scheduled for the next Commission meeting, and at least one, if not both March meetings. He noted that the remodel to the Commission's regular meeting space in the City Council Chambers was nearly complete, and that when the Commission meets in person again, it will be in the Chambers. Lastly, he updated the Commission regarding the annual Planning Commissioners Conference, normally held in early March. He indicated that the League of California Cities intends to hold the conference remotely this year, either in late March or in April, at a date still to be scheduled. Mr. Feinstein will provide more details for the Commission as they become available.

IX. ADJOURNMENT TO NEXT MEETING OF FEBRUARY 24, 2021

Respectfully submitted,


DAVID FEINSTEIN
Planning Commission Secretary



AGENDA REPORT

DATE: March 2, 2021

TO: Mayor and City Council

FROM: Stefan T. Chatwin, City Manager 

SUBJECT: Public Hearing;

and Discussion and Direction on (1) Award Preliminary Approval to Operate a Commercial Cannabis Retail Business in the City to Two Finalists, (2) Direct Staff to Prepare a Resolution for Adoption that Authorizes the City Manager to Issue a Commercial Cannabis Retail Permit to Operate a Commercial Cannabis Retail Business in the City to each of the Two Selected Finalists in Accordance with the Requirements and Procedures for Operation in Fairfield Municipal Code Chapter 10E and Any Conditions of Approval, and (3) Provide Direction to Staff in Identifying any Additional Conditions of Approval, Such as Community Benefits, to be Included with the Resolution Authorizing the Issuance of a Commercial Cannabis Retail Permit

RECOMMENDED ACTION

Hold public hearing; hear presentations; award preliminary approval to two commercial cannabis business retail operators; and provide direction to staff for additional conditions of approval to be included in a future resolution to authorize the City Manager to issue commercial cannabis business retail permits.

STATEMENT OF ISSUE

The City reviewed applications for commercial cannabis retail business permits in accordance with the adopted "Application Procedures & Guidelines for A Commercial Cannabis Business Permit." Per Council adopted guidelines, staff presents the top five applicants to the City Council to initiate Phase 5: City Council Final Determination and Issuance of Commercial Cannabis Business License".

DISCUSSION

Over the past year, the City engaged in a process to select applicants to operate two commercial cannabis retail businesses and one manufacturing business. In response to a request for applications, the City received 14 applications for retail businesses and one application for a manufacturing business. This report presents the retail applications to the Council. The manufacturing application will be presented to the Council at a subsequent meeting.

In accordance with the adopted “Application Procedures & Guidelines for A Commercial Cannabis Business Permit”, applicants went through a 4-step process.

Phase 1 – Determination of Eligibility: City staff reviewed applications for completeness and deemed all applications complete and eligible to move forward.

Phase 2 – Criteria Evaluation and Scoring: The City’s consultant, HdL Companies, reviewed and scored applications. Those scores are included in Attachment 1. Applications which scored a minimum of 80% (1,280 points out of a possible 1,600 points) in Phase 2 moved on to Phase 3, Interview and Second Ranking.

Phase 3 – Interview and Second Ranking: The City’s Selection Committee conducted interviews with the applicants January 6-8, 2021. The City’s Selection Committee included three City staff members: Amy Kreimeier, Senior Planner; Emily Combs, Director of Finance; and Josiah Jacobson, Police Lieutenant. Matthew Eaton of HdL Companies moderated the interviews. The Selection Committee scored each applicant following their interview, with scores compiled by HdL Companies. HdL combined scores for the Phase 3 interviews with Phase 2 evaluations. These scores are contained in Attachments 2 and 3. The top five applicants that maintained a combined score of at least 80% (3,200 points out of a possible 4,000 points) advanced.

Phase 4 - Public Comment Period: A public comment period for the top five applicants ran for 15 days beginning on Monday, January 25, 2021 and ending on Monday, February 8, 2021. The City sent Notice of the public comment period to all property owners located within 600 feet of each proposed business location. The City received nine (9) public comment letters during this phase. Attachment 6 includes public comments received for each applicant, arranged in alphabetical order. General public comments received outside of the public comment period are summarized in the public contact section of this agenda report and attached as Attachment 7.

Phase 5 – City Council Final Determination: At the March 2, 2021 meeting, the City Council will consider which applicants to award the two commercial cannabis retail permits in the City. The top five retail applicants are:

Tracking #	Applicant Name	Fairfield Location	Points Awarded	Score
CRM2020-008	Responsible & Compliant Retail Fairfield LLC	180 Serrano, Suite A	3,815	95.38%
CRM2020-015	East of Eden North Bay LLC	1740 Travis Blvd.	3,691	92.28%
CRM2020-012	Element 7 Fairfield LLC	2320 Courage Dr.	3,687	92.18%
CRM2020-004	FWC, Inc.	150 Alaska Ave.	3,658	91.45%
CRM2020-003	Authentic Fairfield LLC	2470 Martin Rd.	3,656	91.40%

Staff and HdL Companies extensively reviewed each of the top five applications. Staff created applicant information packets for all five which include:

1. A summary of the information provided on the business owners, business location, and proposed community relations plan;
2. The Phase 2 Criteria Evaluation Report prepared by HdL Companies for each of the top five applicants; and
3. Public comment letters received. Taken together, these packets provide a summary of each applicant’s responses to each of the seven review criteria. Information packets are included in Attachment 6.

The applications all score highly for their proposed business plans, labor and local enterprise plans,

neighborhood compatibility plans, safety plans, and security plans. Each of the top five applicants proposed locations are properly zoned to permit cannabis retail uses and meets the separation requirements from K-12 schools, commercial day cares, and youth centers pursuant to Fairfield Municipal Code Chapter 10E. Although the specifics may differ slightly, each of the top five applicants have demonstrated, in both the responses in their application and during the interview capability to successfully operate a commercial cannabis retail business within the City of Fairfield that satisfies City and State requirements.

The applications do vary greatly in their proposals for the required community relations plan. Each application includes a proposal for a public outreach and educational program. Programs are for youth organizations and/or to education institutions in the community related to the risks of youth addiction to cannabis and available resources related to drugs, drug addiction, and prevention. The specifics of the educational programs, available resources, and identified community partners are unique to each application. Each application also proposes to offer additional community benefits should they be awarded a permit to operate by the City. The significant components of each applicant's proposed community relations plan and proposed additional community benefits are summarized in the applicant information packets.

At the March 2 City Council meeting, the Council will hear a fifteen-minute presentation from each of the top five applicants in alphabetical order. The presentations will focus on the applicant's responses to three review criteria: business plan, labor and local enterprise plan, and community relations plan. Following each presentation, the Council may ask questions of each of the applicants regarding such things as their business qualifications and experience, their safety plan, security plan, neighborhood compatibility plan, community benefits, or other items specific to their application and presentation.

Following all presentations and public comment, the City Council will be asked:

1. To identify which applicants will be awarded preliminary approval to receive one of the two commercial cannabis business retail permits available; and
2. What additional conditions of approval, if any, should be included. At a minimum, the community benefits offered in the selected applicants' application will be included as a condition of approval by staff.

The decision of the City Council to award a commercial cannabis business retail permit to a chosen applicant will be preliminary and no permit will be issued at this meeting.

A resolution that sets forth the findings of the City Council and the final conditions of approval will be brought back to the Council for approval at a subsequent meeting. This resolution will also authorize the City Manager to issue a commercial cannabis business permit to each of the chosen applicants upon successful completion and satisfaction of the remaining requirements of Fairfield Municipal Code Chapter 10E and conditions of approval.

Fairfield Municipal Code Chapter 10E outlines additional requirements that a successful applicant must satisfy prior to the issuance of the permit and start of operations which includes livescan fingerprinting by all owners, building inspections, execution of a community relations agreement with the City, and other similar requirements.

FINANCIAL IMPACT

The actions requested of the City Council at this meeting will not result in any direct financial impact to the City. Any conditions of approval, including community benefits, that the Council decides to require of the chosen finalists that may result in a positive financial benefit to the City will be analyzed as part of the subsequent meeting's agenda report.

If the City were to issue the two retail and one manufacturing commercial cannabis business permits available, the anticipated tax revenue generated is estimated to be between \$265,000 to \$385,000 annually. This estimate assumes an average of \$3 million in gross receipts for two retailers and \$1 million for a manufacturer.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

The City provided a public comment period for each of the five finalists beginning on Monday, January 25, 2021 and ending on Monday, February 8, 2021. Notice of this public comment period was mailed to all property owners within 600-feet of each finalists proposed business location. The City received 9 public comment letters during that time. These comments and the City's response are included in the Applicant Information Packets, Attachment 6.

Public comment was received by the City on Tuesday, February 9, 2021 from the owner of SPCF, LLC, and on Friday, February 12, 2021 from Community Veterans of Fairfield, both are businesses with an application for a commercial cannabis retail permit currently on file with the City. These letters are included as Attachment 7.

Various parties have expressed interest to staff in operating a commercial cannabis business within the City and have been added to an email notification list for cannabis related items. Public Hearing Notice was published in the Daily Republic, emailed to all persons on the noticing list, and posted on site for City Council meeting on March 2, 2021.

ALTERNATIVE ACTION

The City Council may choose to preliminarily award a lesser number of commercial cannabis business retail permits or to award no permits at all. However, this would result in a loss of anticipated tax revenue.

The City Council may also choose to consider additional applications for commercial cannabis retail permits. If the Council chooses this alternative, staff recommends that the Council move forward with preliminary award for the two available retail permits. Following this, staff recommends the Council direct staff to return with an ordinance amendment increasing the number of commercial cannabis retail permits available in the City. Any additional applications for commercial cannabis retail permits that the Council wishes to consider would then be considered for any of the increased number of commercial cannabis retail permits available in the City.

STAFF CONTACT

Amy Kreimeier, Senior Planner
(707) 428-7450
akreimeier@fairfield.ca.gov

COORDINATED WITH

City Attorney's Office

ATTACHMENTS:

Attachment 1: Phase 2 Score Report

Attachment 2: Phase 3 Score Report

- Attachment 3: Combined Score Report
- Attachment 4: Phase 3 Interview Questions
- Attachment 5: Application Procedures & Guidelines
- Attachment 6: Application Information Packets
- Attachment 7: Public Comments

REVIEWERS:

Reviewer	Action	Date
Feinstein, David	Approved	2/16/2021 - 7:23 PM
Gassaway, David	Approved	2/16/2021 - 7:39 PM
Alexander, Amber	Approved	2/17/2021 - 4:43 PM
Alexander, Amber	Approved	2/22/2021 - 11:36 AM



CITY OF FAIRFIELD
Criteria Evaluation and Scoring
Phase 2

Retail

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-012	Element 7 Fairfield LLC	Retail	1,600	1,600	100.00%
2.	CRM2020-003	Authentic Fairfield LLC	Retail	1,600	1,596	99.75%
3.	CRM2020-008	Responsible and Compliant Retail Fairfield LLC	Retail	1,600	1,596	99.75%
4.	CRM2020-007	Horizon Fairfield LLC	Retail	1,600	1,534	95.88%
5.	CRM2020-015	East of Eden North Bay LLC	Retail	1,600	1,520	95.00%
6.	CRM2020-010	JJVI Enterprises	Retail	1,600	1,520	95.00%
7.	CRM2020-004	FWC, Inc	Retail	1,600	1,519	94.94%
8.	CRM2020-005	CCC Associates	Retail	1,600	1,497	93.56%
9.	CRM2020-011	Fairfield Erudite Ventures	Retail	1,600	1,487	92.94%
10.	CRM2020-013	The Showcase LLC	Retail	1,600	1,473	92.06%
11.	CRM2020-009	SPCF, LLC	Retail	1,600	1,426	89.13%
12.	CRM2020-006	Community Veterans of Fairfield	Retail	1,600	1,413	88.31%
13.	CRM2020-016	3Bros Fairfield	Retail	1,600	1,385	86.56%
14.	CRM2020-014	Walkerville Lake Corporation	Retail	1,600	1,318	82.38%

Manufacturing

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-017	3Bros Fairfield	Manufacturing	1,600	1,413	88.31%



CITY OF FAIRFIELD
Interview Scores and Ranking
Phase 3

Retail

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-009	SPCF, LLC	Retail	2,400	2,228	92.83%
2.	CRM2020-008	Responsible and Compliant Retail Fairfield LLC	Retail	2,400	2,219	92.46%
3.	CRM2020-015	East of Eden North Bay LLC	Retail	2,400	2,171	90.46%
4.	CRM2020-006	Community Veterans of Fairfield	Retail	2,400	2,150	89.58%
5.	CRM2020-004	FWC, Inc	Retail	2,400	2,139	89.13%
6.	CRM2020-005	CCC Associates	Retail	2,400	2,108	87.83%
7.	CRM2020-010	JJVI Enterprises	Retail	2,400	2,089	87.04%
8.	CRM2020-012	Element 7 Fairfield LLC	Retail	2,400	2,087	86.96%
9.	CRM2020-011	Fairfield Erudite Ventures	Retail	2,400	2,071	86.29%
10.	CRM2020-003	Authentic Fairfield LLC	Retail	2,400	2,060	85.83%
11.	CRM2020-016	3Bros Fairfield	Retail	2,400	2,035	84.79%
12.	CRM2020-013	The Showcase LLC	Retail	2,400	2,030	84.58%
13.	CRM2020-014	Walkerville Lake Corporation	Retail	2,400	1,948	81.17%
14.	CRM2020-007	Horizon Fairfield LLC	Retail	2,400	1,922	80.08%

Manufacturing

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-017	3Bros Fairfield	Manufacturing	2,400	2,035	84.79%



CITY OF FAIRFIELD
Criteria Evaluation and Interview Combined Score Ranking
Phase 2 and Phase 3

Retail

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-008	Responsible and Compliant Retail Fairfield LLC	Retail	4,000	3,815	95.38%
2.	CRM2020-015	East of Eden North Bay LLC	Retail	4,000	3,691	92.28%
3.	CRM2020-012	Element 7 Fairfield LLC	Retail	4,000	3,687	92.18%
4.	CRM2020-004	FWC, Inc	Retail	4,000	3,658	91.45%
5.	CRM2020-003	Authentic Fairfield LLC	Retail	4,000	3,656	91.40%
6.	CRM2020-009	SPCF, LLC	Retail	4,000	3,654	91.35%
7.	CRM2020-010	JJVI Enterprises	Retail	4,000	3,609	90.23%
8.	CRM2020-005	CCC Associates	Retail	4,000	3,605	90.13%
9.	CRM2020-006	Community Veterans of Fairfield	Retail	4,000	3,563	89.08%
10.	CRM2020-011	Fairfield Erudite Ventures	Retail	4,000	3,558	88.95%
11.	CRM2020-013	The Showcase LLC	Retail	4,000	3,503	87.58%
12.	CRM2020-007	Horizon Fairfield LLC	Retail	4,000	3,456	86.40%
13.	CRM2020-016	3Bros Fairfield	Retail	4,000	3,420	85.50%
14.	CRM2020-014	Walkerville Lake Corporation	Retail	4,000	3,266	81.65%

Manufacturing

	Tracking #	Applicant Name	License Type	Points Possible	Points Awarded	Score
1.	CRM2020-017	3Bros Fairfield	Manufacturing	4,000	3,448	86.20%

Applicant: _____



CITY OF FAIRFIELD PHASE III INTERVIEW QUESTIONS

BUSINESS PLAN (300 pts)

Points Awarded: _____

- Briefly provide details as to who will manage the day-to-day functions and what those functions will entail.

LABOR & EMPLOYMENT/LOCAL ENTERPRISE (400 pts)

Points Awarded: _____

- Describe the anticipated number of employees, their titles and responsibilities.
- What benefits and opportunities for continuing education will be provided to your employees?
- Explain your plans for hiring local residents.
- Are you prepared to provide a Living Wage and benefits to your employees?

NEIGHBORHOOD COMPATIBILITY PLAN (300 pts)

Points Awarded: _____

- Explain your plans for addressing potential issues between your business and the surrounding neighborhood?
- Describe your plans for Odor Mitigation

SAFETY PLAN (400 pts)

Points Awarded: _____

- Describe your proposed plans regarding emergency response procedures, fire safety training, and fire suppression equipment.
- Will the police and fire department have access to your building in the event of an emergency? Please explain.

SECURITY PLAN (400 pts)

Points Awarded: _____

- Briefly explain the security measures you intend to implement and how they will address the following areas:
 - Access and visitor control
 - Cash handling
 - On-site security

LOCATION (200 pts)

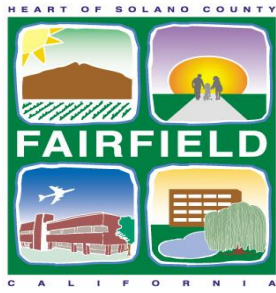
Points Awarded: _____

- Explain how the proposed location is suitable for a commercial cannabis business?
- What are characteristics of the surrounding area?

COMMUNITY RELATIONS PLAN (400 pts)

Points Awarded: _____

- Describe how your Community Relations Plan will include:
 - Public Outreach
 - Educational Programs for Youth Organizations
 - At-Risk Youth Additions and
 - Resources related to drug addiction and prevention



City of Fairfield

Community Development Department
 1000 Webster Street
 Fairfield, CA 94533
 P: 707.428.7461
 E: planning@fairfield.ca.gov
www.fairfield.ca.gov/cannabis

APPLICATION PROCEDURES & GUIDELINES FOR A COMMERCIAL CANNABIS BUSINESS PERMIT

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at www.fairfield.ca.gov/cannabis and includes the following:

- California state regulations and resources
- Fairfield Municipal Code (FMC) Chapter 10E
- Commercial Cannabis Business (CCB) Application
- Application Procedures Guidelines
- Background check application and Live Scan form(s)

The application period to apply for a permit to operate a CCB in Fairfield will open on Tuesday, September 8, 2020, and will close at 4:00 p.m. on Friday, October 23, 2020. Applications will be available from the Community Development Department located at 1000 Webster Street, Fairfield, CA 94533. Applications must be submitted to the Community Development Department prior to the deadline. Incomplete applications will not be accepted.

Applicants should monitor the City's web page for any additional information, FAQ's, or updates. It is the responsibility of the Applicant to stay informed of this information.

APPLICATION INQUIRIES AND APPOINTMENTS

City staff will not be meeting with applicants or their representatives prior to the application deadline. All questions related to application submission or the review process should be submitted in writing to planning@fairfield.ca.gov. Please also consult the F.A.Q. document posted on the City's cannabis website.

AMENDMENTS TO THE APPLICATION

After October 23, 2020, Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures or as authorized in writing by the City.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications in accordance with FMC Chapter 10E and these procedures and guidelines. The City may modify, postpone, or cancel the application period or review process for CCB permits without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting an application. Late or incomplete applications at the time of application closing

(October 23, 2020) WILL BE REJECTED. Furthermore, an application RISKS BEING REJECTED for the following reasons:

- It is not fully responsive to this request for a CCB application.
- It exceeds 200 pages within PDF File #2 (below) or fails to respond to the Review Criteria.
- The issuance of a CCB permit at the proposed location would be inconsistent with State law, FMC Section 10E.3, or other applicable provisions of the Fairfield Municipal Code.

APPLICATION PROCESS

This application process is adopted pursuant to FMC Chapter 10E. Review the information regarding the application process to determine which documents you will need. Before submitting it, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Commercial Cannabis Business (CCB) Permit application on the City's website below:

www.fairfield.ca.gov/cannabis

The following procedures outline the application evaluation and selection process, required materials, and other information necessary to apply for a permit to operate a CCB in Fairfield.

CCB APPLICATION SUBMITTAL REQUIREMENTS

All required CCB Application materials must be submitted together prior to the application deadline. Applicants must hand-deliver one (1) signed original CCB Application (pages 1-7) and one (1) USB flash drive containing a scanned copy of the complete, signed CCB Application (PDF format).

Please Note: Responses to the Review Criteria (Sections 1-7 of Appendix A of this document) shall be limited to 200 pages. Responses pertaining to Background Checks, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent shall not be included in the 200-page limitation. Those responses should be saved in a PDF file that is separate from the Review Criteria (see below). All materials must be submitted in both hard copy and on a USB flash drive in a PDF format, in the following files:

- PDF File #1 – CCB Initial Application with signatures (pages 1-9)
- PDF File #2 – Review Criteria (Responses to Sections 1-7 of Appendix A, limited to 200 pages)
- PDF File #3 – Background Check documentation (All required documents for each owner; Board of Directors; and person(s) who will control, direct, or manage the operations of the facility). Upon submission of the online background check application, applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
- PDF File #4 – Proof of Capitalization (All bank statements, loan documents, promissory notes, and, financial and commitment letters)
- PDF File #5 – Zoning Verification Letter
- PDF File # 6 – A signed and notarized Property Owner Consent form, Lease Agreement, or a "Letter of Intention" to Lease.

BACKGROUND CHECK

Each Owner, as defined in FMC Section 10E.5(n), must undergo a criminal history background check to demonstrate that they do not provide "good cause" for denial per FMC Sections 10E.7 and 10E.21. Owners who do not meet the criminal history eligibility requirements of Section 10E.8 will be disqualified. Background check information can be found online at www.fairfield.ca.gov/cannabis.

In addition, each successful applicant/owner will be asked to submit to a Live Scan prior to permit issuance in order to complete the background check process. This will require the owner(s) to submit fingerprints to the City. The process will be conducted by the Fairfield Police Department, which will submit the Live Scan to the DOJ/FBI to review for criminal offender record information (CORI). The CORI reports will be provided to the City for the sole purpose of determining eligibility for operating a CCB. Each applicant/owner's primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment after the City Council determines which applicant(s) will be awarded a permit. There will be a fee for a provisional background check. Successful applicants will also be subject to a separate Live Scan fee. This process will be required to meet the minimum eligibility requirements pursuant to FMC Section 10E.21. Proof of submission of a criminal background check request (applicants will receive an email verification) must be included with the CCB Application.

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB Application, an applicant must obtain a Zoning Verification Letter from the Community Development Department, confirming that the proposed location of the CCB meets City zoning requirements. To secure this letter, an applicant must make a written request specifying the proposed building location and intended use of the building (cannabis retail, manufacturing, or testing lab).

The request for or issuance of a ZVL does not constitute written evidence of permission from the City or any of its officials to operate a cannabis business, does not constitute an application for a development project under the Permit Streamlining Act, and does not create an entitlement under the Zoning or Building Code.

FEES

All applicants will be required to submit a deposit of \$11,727.00, for retail and manufacturing applications and \$8,999.00 for testing lab applications. Time spent by City staff and the Consultant in reviewing applications and administering the application process will be charged against this amount. The deposit amount is based on the preliminary cost analysis; however, applicants are advised that they may be required to pay an additional deposit, if necessary, for the City to complete the application review process. The provisional background check is a separate fee of \$300.00 per owner and is due when requesting a criminal background check through the City website. Successful applicants will be subject to a Live Scan fee of \$73.00 per owner and is due upon request of the City. The ZVL fee is a separate charge of \$218.00 per site and is due to the Community Development Department when a request for a ZVL is made.

Payment must be made by a certified check, cashier's check, or money order made payable to the City of Fairfield. **Please note the City will not accept cash or credit cards. Application fees are non-refundable.** However, any remaining deposit balance that is unused as a result of the applicant not participating in any phase of the application process will be returned to the Applicant.

APPLICATION REVIEW, SCORING AND SELECTION PROCESS

SELECTION PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications must be submitted in their entirety, no later than October 23, 2020 at 4:00 p.m. LATE APPLICATIONS WILL NOT BE CONSIDERED. Upon receiving a complete application, the City will

review the application in its entirety using the Application Submittal checklist on Page 1 of the CCB Application. Applications that meet the minimum eligibility requirements will be forwarded to the Consultant for Phase II (Application Evaluation and Initial Ranking). If the City Manager determines in the initial screening that an application does not meet minimum eligibility requirements, the applicant shall be notified in writing that the application has been denied. Within five (5) business days of the date of the decision, an applicant may file a request for immediate reconsideration.

PHASE II: CRITERIA EVALUATION AND SCORING (1,600 points)

Applications will be evaluated, scored, and ranked based on the criteria below. As instructed above, responses to the Review Criteria must be saved in PDF File #2 and shall not exceed 200 pages. See APPENDIX A for a description of the Review Criteria:

- Section 1. Business Plan (300 points)
- Section 2. Labor and Local Enterprise Plan (300 points)
- Section 3. Neighborhood Compatibility Plan (200 points)
- Section 4. Safety Plan (400 points)
- Section 5. Security Plan (400 points)

Applicants will not be allowed to resubmit information that is determined to be missing or deficient during the Phase II review. Those applications which score a minimum of 80% (1,280 points) in Phase II will move on to Phase III of the application process. CCB applications for testing labs which score a minimum of 80% (1,280 points) in Phase II are exempt from the requirements of Phase III and will move directly on to Phase IV of the application process.

PHASE III: INTERVIEWS AND SECOND RANKING (2,400 points)

Those CCB Applications that receive a passing score as part of Phase II will be interviewed and evaluated by the City's Selection Committee. Applicants will be interviewed and evaluated based upon the Review Criteria below. See APPENDIX A for a description of the Review Criteria:

- Section 1. Business Plan (300 points)
- Section 2. Labor & Local Enterprise Plan (400 points)
- Section 3. Neighborhood Compatibility Plan (300 points)
- Section 4. Safety Plan (400 points)
- Section 5. Security Plan (400 points)
- Section 6. Location (200 points)
- Section 7. Community Relations Plan (400 points)

Phase III scores will be tabulated and combined with the Phase II scores to establish an overall ranking of the applications. The top five (5) Applicants in each category which maintain an aggregate score of at least 80% (3,200 points) will advance to Phase IV of the selection process.

PHASE IV: PUBLIC COMMENT PERIOD

A public comment period shall be provided concerning the remaining applications. Notice of the public comment period shall be sent to all property owners located within six hundred (600) feet of the proposed business location of each applicant. The public comment period shall run for a minimum of 15 days.

PHASE V: CITY COUNCIL FINAL DETERMINATION AND ISSUANCE OF CCB LICENSE

Only those applicants that proceed through Phase IV will be eligible to receive a CCB permit in Phase V. Prior to making a final decision, the City reserves the right to request and obtain additional information from any applicant.

The City Council will review the Selection Committee's evaluation and make a final determination. The City may award only as many CCBs as allowed by the Fairfield Municipal Code or City Council resolution. However, the City reserves the right to award a lesser number of CCB permits or to award no permits at all. If requested by the City Manager, the top Applicants who are finalists should be prepared to attend a City Council meeting to respond to questions.

Note: Receipt of a CCB permit does not constitute a land use entitlement and does not waive or satisfy the requirements to apply for and receive permits for any property development or construction activity including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities having responsibility for issuance of said permits. Nor does the receipt of a CCB permit guarantee that the plans submitted during the CCB application process meet the standards or requirements in Chapter 5, Chapter 10E, or Chapter 25 of the Fairfield Municipal Code or any other permit requirements from other City departments or governmental agencies.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the City of Fairfield Community Development Department at 707.428.7461 or by email at planning@fairfield.ca.gov.

APPENDIX A: DESCRIPTION OF REVIEW CRITERIA

All of the following information must be submitted on a USB flash drive in PDF format (please do not submit any documents in Word format) when the application is initially filed for consideration. As directed on page 2 (APPLICATION SUBMITTAL REQUIREMENTS), all responsive documentation must be saved in individual digital files. Responses to the Review Criteria shall be limited to 200 pages.

REVIEW CRITERIA

1. BUSINESS PLAN *Criteria to be evaluated and scored in Phases II & III*

- 1.1. Owner qualifications. Resumes are not to exceed two (2) pages per owner.
- 1.2. A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.
- 1.3. Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit, or other equivalent assets.
- 1.4. Financial pro forma for at least three years of operation.
- 1.5. Fully describe hours of operation and opening and closing procedures.
- 1.6. Describe the day-to-day operations per license type:
 - 1.6.1. Additional criteria for **RETAIL** applications only:
 - a. Describe customer check-in procedures.
 - b. Identify location and procedures for receiving deliveries during business hours.
 - c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
 - d. Estimate the number of customers to be served per hour/day.
 - e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
 - f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
 - 1.6.2. Additional criteria for **MANUFACTURING** applications only:
 - a. Identify all cannabis products manufactured within the licensed premises.
 - b. Describe quality control procedures.
 - c. Describe inventory control procedures.
 - d. Describe the extraction process, equipment and room in which extractions will be conducted.
 - e. Provide detail as to whether the extraction equipment has been received and certified by a Professional Engineer or Certified Industrial Hygienist.
 - f. Describe the sanitation procedures.
 - g. Fully describe the cash handling procedures.
 - 1.6.3. Additional criteria for **TESTING** applications only:
 - a. Describe the sampling standard operating procedures.
 - b. Describe procedures for transporting cannabis field samples.
 - c. Describe the chain of custody for field samples.
 - d. Describe the quality control procedures.
 - e. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
 - f. Identify location and procedures for storing cannabis products.
 - g. Fully describe cash handling procedures.

2. **LABOR AND LOCAL ENTERPRISE PLAN** *Criteria to be evaluated and scored in Phases II & III*
 - 2.1. Describe whether the CCB is committed to offering employees a living wage.
 - 2.2. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
 - 2.3. Describe compensation to and opportunities for continuing education and employee training.
 - 2.4. Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.
 - 2.5. Describe the expected number of employees, title/position, and their respected responsibilities.
3. **NEIGHBORHOOD COMPATIBILITY PLAN** *Criteria to be evaluated and scored in Phases II & III*
 - 3.1. Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and, vehicle and pedestrian traffic.
 - 3.2. Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
 - 3.3. Describe odor mitigation practices.
 - 3.4. Identify potential sources of odor.
 - 3.5. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
 - 3.6. Describe all proposed system maintenance.
 - 3.7. Describe the waste management plan.
4. **SAFETY PLAN** *Criteria to be evaluated and scored in Phases II & III*
 - 4.1. The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. **Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process.** Please describe each of the following:
 - 4.1.1. Accident and incident reporting procedures.
 - 4.1.2. Evacuation routes.
 - 4.1.3. The location of fire extinguishers and other fire suppression equipment.
 - 4.1.4. Procedures and training for all fire and medical emergencies.
5. **SECURITY PLAN*** *Criteria to be evaluated and scored in Phases II & III*
 - 5.1. The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. **Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process.** Please describe each of the following:
 - 5.1.1. Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).
 - a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. **(Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)**

- b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.
 - c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.
 - d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices
- 5.1.2. Number and location of all video surveillance cameras.
- 5.2. Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).
- 5.3. Briefly describe cash handling procedures.
- 5.4. Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:
- 5.4.1. Number of guards.
 - 5.4.2. Hours guards will be on-site.
 - 5.4.3. Locations at which they will be positioned.
 - 5.4.4. Guards' roles and responsibilities.

* Security Plans will not be made public. (See Government Code Section 6254(f)).

6. LOCATION *Criteria to be evaluated and scored in Phase III*

- 6.1. The application shall include a thorough description of the proposed CCB location, including but not limited to the overall property, building, and floor plan.
- 6.2. The application shall include at least one (1) photograph of the building frontage or street view of the vacant parcel.
- 6.3. Premises (Site) Diagram for each proposed location. In addition to the Premises (Security) Diagram, applicants shall submit a premises/site diagram that focuses on the overall property and building. This diagram should show the parcel and adjoining or neighboring buildings that may be affected by the CCB.
 - 6.3.1. A Premise (Site) Diagram must be accurate, dimensioned and to-scale (minimum scale of ¼"). The diagram shall provide a detailed description of all available/shared parking spaces, driveway locations, and auxiliary buildings on the parcel. **(Blueprints and engineering site plans are not required to be submitted with the initial application but may be requested by the City during the application evaluation process. Security features are not required for this section.)**

7. COMMUNITY RELATIONS PLAN *Criteria to be evaluated and scored in Phase III*

The CCB Application shall include a community relations plan that describes the CCB's proposal for a public outreach and educational program for youth organizations and/or to educational institutions in the community, related to the risks of youth addiction to cannabis and available resources related to drugs, drug addiction, and prevention.

Please note that a successful applicant will be required to enter into a Community Relations Agreement with the City before being issued a City Commercial Cannabis Permit.

Authentic Fairfield LLC
2470 Martin Road
CRM2020-003

CITY OF FAIRFIELD

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION REVIEW SUMMARY

BUSINESS NAME	Authentic Fairfield LLC
DBA	Authentic Fairfield
PERMIT TYPE	Retail
CITY OF FAIRFIELD LOCATION	2470 Martin Rd.
BUSINESS CONTACT INFORMATION	Brian Mitchell 1617 Amaral Ct. Fairfield, CA 94534
PHASE II SCORE	99.75% (1,596 points)
PHASE III SCORE	85.83% (2,060 points)
TOTAL COMBINED SCORE	91.40% (3,656 points)

OWNER SUMMARY

- The business has 5 owners:
 - Brian Mitchell, CEO – Brian Mitchell has founded and operates companies in each of the cannabis verticals.
 - Dr. Albert Mitchell, CMO – Dr. Albert Mitchell operates a private neurology practice in the City of Fairfield.
 - James Kim, Managing Director – James Kim is a veteran and the co-founder of multiple cannabis products brands.
 - Jon Avidor, Executive Chairman – Jon Avidor is an attorney.
 - Tony Huang, Co-owner – Tony Huang is not an active principal in the business.
- Two owners are Fairfield residents, Brian Mitchell, and Dr. Albert Mitchell.

LOCATION

- Authentic Fairfield LLC proposes to locate their business at 2470 Martin Road and has secured a lease on the property.
- The current zoning classification for the subject property is CR (Regional Commercial).
- Commercial cannabis - retail is a permitted use in the CR zone subject to the requirements of the Fairfield Municipal Code (FMC) Chapter 10E.
- The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time of this writing.
- The subject site is adjacent to Interstate 80, located 1,300 feet from the Waterman Blvd. exit and is within one mile of the Air Base Parkway and N. Texas St. intersection.
- The site contains an existing 10,537 square foot single tenant building and has 101 on-site parking spaces.

COMMUNITY RELATIONS PLAN

- Authentic Fairfield has entered into Letters of Intent and provided initial contributions to the following Fairfield organizations:
 - Community Action North Bay – provided an initial contribution of \$2,000 and committed to an annual contribution of \$15,000.
 - Food Bank of Contra Costa & Solano – provided an initial contribution of \$3,500 and committed to an annual contribution of \$15,000.
- Authentic Fairfield will create a fund with the Solano Community Foundation dedicated towards youth drug prevention and education and committed to contributing 1.5% of gross profit to this fund annually.
- Authentic Fairfield will offer a Career Development Program with Solano Community College, sponsoring two years of classes for three participants.
 - It is unclear if this benefit is for employees or Fairfield residents and if this is a program continuing a yearly basis.
- Authentic Fairfield will host monthly education seminars on cannabis products and related safety issues.
- Employees will receive 24 hours of paid time off to volunteer per year.

PUBLIC COMMENTS

The City of Fairfield has received 2 letters in opposition to a cannabis business at 2470 Martin Road, attached. The first letter was provided by an operator of commercial property within the project vicinity and raises four objections to a cannabis retail business at this location. The objections are:

1. Children visit various medical and professional offices in the vicinity of the site.
 - **RESPONSE:** City staff have confirmed that the proposed business location is not within 600 feet of any sensitive uses at the time the application was deemed complete as required by the Fairfield Municipal Code. Youth Centers are considered a sensitive use and is defined as any public or private facility that is primarily used to host recreation or social activities for minors in the Fairfield Municipal Code. The definition of youth center specifically states that a “Youth center shall not include any private martial arts, yoga, ballet, music, art studio or similar studio; private gym or athletic training facility; pizza parlor; dentist office or doctor's office primarily serving children; or location which is primarily utilized as an administrative office or facility for youth programs or organizations.” This definition is in-line with state law. The existence of professional offices in the project vicinity which may serve children is not considered a sensitive use which would prohibit a commercial cannabis business at the proposed location. The site meets the locational requirements of Fairfield Municipal Code Chapter 10E.
2. The business is located close to the Fairfield Suisun School District offices which are also visited by children.
 - **RESPONSE:** See response to Objection 1 above.

3. Their existing business customers are concerned cannabis businesses have a negative image which will deter customers.
 - **RESPONSE:** The proposed cannabis retail business is a permitted use in the CR zoning district and meets the locational requirements of Fairfield Municipal Code Chapter 10E. This a retail use to be located in a commercial zone. The business will be subject to the extensive operational requirements within Fairfield Municipal Code Chapter 10E including restrictions on signage which will ensure the business maintains a positive image. The business will provide the contact information of the Community Benefits Director to neighboring businesses and has proposed a detailed good neighbor policy which includes complaint and resolution procedures to work with the neighboring business should any issues arise.
4. A cannabis business in the area will not meet their standards of maintenance and care, reflecting poorly on their business.
 - **RESPONSE:** The property is currently vacant and has not been maintained. The business will replace the dead and dying landscaping on site and enhance the building façade to provide an appealing atmosphere to customers. This will be an upgrade from the current conditions of the site. The business will also be subject to the extensive operational requirements within Fairfield Municipal Code Chapter 10E which include maintenance and care of the site. Existing property maintenance agreements with the City of Fairfield on the subject site will continue to be enforced should any issues arise.

The second comment letter was provided by a homeowner in the project vicinity and raises 3 objections. The objections are:

1. A cannabis business in this area of Fairfield would increase crime, violence, drug, and gang issues, and require an increased police presence.
 - **RESPONSE:** Commercial cannabis businesses must comply with extensive security requirements as outlined by the State of California and the City of Fairfield. This includes requirements for security lighting, security cameras, and the presence of security on site 24 hours a day. The business will be required to comply with the security requirements outlined in Fairfield Municipal Code Chapter 10E. These security measures are well in excess of what would be enacted for a typical retail establishment and will deter criminal activity on site and in the project vicinity.
2. A cannabis business would increase loitering, homelessness, noise, and traffic levels and reduce property values.
 - **RESPONSE:** The subject site is currently vacant and has become an attractive site for dumping and for the homeless to gather. The commercial cannabis business will enhance the site and make it visually appealing once more. Upgrading the site from its current condition will enhance the value of the site and the surrounding

commercial area. Those experiencing homelessness will be deterred once the business is active and operating. Loitering is strictly prohibited under the requirements of the Fairfield Municipal Code and this will be enforced by the presence of 24-hour security. The business would be subject to the requirements of the City's Noise Ordinance. The amount of traffic generated by commercial cannabis is typical of other commercial retail uses in the CR zone. The businesses prominent location adjacent to Interstate 80 will keep traffic to the business in the commercial area and is not anticipated to increase traffic in surrounding residential areas.

3. Cannabis businesses should not be allowed to operate within the City of Fairfield.
 - **RESPONSE:** Ordinance 2020-07 was approved by the City Council in June of 2020. This ordinance permits specific types and amounts of commercial cannabis businesses within City limits subject to the requirements of Fairfield Municipal Code Chapter 10E and the Zoning Ordinance.



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-003

Tracking Number

Authentic Fairfield LLC

Applicant Name / DBA

2470 Martin Road, Fairfield, CA 94534

Proposed Location

Storefront Retail (A/M)

License Type

SCORE SUMMARY

1,600	Total Points Available
1,596	Points Received
99.75%	Total Score Percentage
0	Number of pages over 200 limit

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
1 Business Plan (300 pts)		300	298	
1.1 Owner qualifications. Resumes are not to exceed two (2) pages per owner.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
1.2 A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	38	Criteria addressed except for estimated utility costs.
1.3 Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.4 Financial pro forma for at least three years of operation.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.5 Fully describe hours of operation and opening and closing procedures.	All or none	30	30	Addressed criteria.
1.6 Fully describe the day-to-day operations for each license type being sought.	0% / 50% / 80% / 100% 0 / 50 / 80 / 100	100	100	Addressed criteria.
1.6.1 Additional criteria for RETAIL applications only:				
a. Describe customer check-in procedures.				Addressed criteria.
b. Identify location and procedures for receiving deliveries during business hours.				Addressed criteria.
c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.				Addressed criteria.
d. Estimate the number of customers to be served per hour/day.				Addressed criteria.
e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.				Addressed criteria.
f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.				Addressed criteria.
Summary	Applicant provided detailed qualifications for all four principals (Brian Mitchell, Albert Mitchell, James Kim and Jon Avidor). Bank statement documented \$[REDACTED] in capital. Pro Forma included detailed itemization of operating expenses. Check-in procedures include temperature-taking (Covid), ID verification, access control to retail area. Receipt of inventory procedures include security protocols, verifying Certificate of Analysis and batch numbers. Applicant will use Indica Online point-of-sale software and have 19 sales registers, anticipates 65 customers/hour, up to 790/day. Discussion cites 12 types of products including vapes, pre-rolls, flower, oils and edibles, brands include Stiizy, Honeyleaf and Palmas. Delivery orders will be taken via phone and internet, narrative includes address verification, pre-delivery inspection, generation of delivery manifest, and vehicle loading procedures.			

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
2 Labor and Local Enterprise Plan (300 pts)		300	298	
2.1 Describe whether the CCB is committed to offering employees a living wage.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.2 Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.3 Describe compensation to and opportunities for continuing education and employee training.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	73	Agreement w/Solano College to provide 3 scholarships for either employees or Fairfield residents is discussed, but it is not certain that employees will actually receive this benefit, and unclear as to whether it will be 3 scholarships per year.
2.4 Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.	All or none	25	25	Addressed criteria.
2.5 Describe the expected number of employees, title/position, and their respected responsibilities.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary	Applicant will pay \$17.50/hr (Living Wage for single person no dependents in Solano County is \$13.68 per MIT). Benefits include health, dental and vision (employer pays 70% of premiums); retirement benefits; 6 days of sick leave/yr.; 9 days vacation/yr.; 6 weeks maternity leave; 3 hrs. off on election days for voting. Continuing education: Option for mentoring in retail, manufacturing and cultivation training programs. Applicant is a Fairfield resident, submitted utility bills as evidence. Employees, titles and responsibilities are provided.			

CRM2020-003

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
3 Neighborhood Compatibility Plan (200 pts)		200	200	
3.1 Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and vehicle and pedestrian traffic.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.2 Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.3 Describe odor mitigation practices.	0% / 50% / 80% / 100% 0 / 10 / 16 / 20	20	20	Addressed criteria.
3.4 Identify potential sources of odor	All or none	10	10	Addressed criteria.
3.5 Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.	All or none	10	10	Addressed criteria.
3.6 Describe all proposed system maintenance.	All or none	10	10	Addressed criteria.
3.7 Describe the waste management plan.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant plans open house w/community, will share contact info for Community Benefits Director. Facility will use soundproofing and security patrols to minimize noise (only 2 neighbors w/in 100 ft), will use shielded exterior lighting. Carbon filtration, negative air pressure HVAC system and pre-packaged goods will control odor. Employees will patrol for litter, facility has 100 parking spaces of its own to minimize traffic impacts, location expected to curb pedestrian traffic. Narrative includes complaint resolution procedure and detailed Good Neighbor Policy. Odor control efforts will focus on raw flower, the most aromatic of goods sold, esp. its packaging. HVAC system will have quarterly servicing, carbon filters will be replaced every 6 months. Cannabis waste discussion covered disposal procedures thoroughly.				

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
4 Safety Plan (400 pts)		400	400	
4.1 The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	0% / 50% / 80% / 100% 0 / 100 / 160 / 200	200	200	Addressed criteria.
4.1.1 Accident and incident reporting procedures.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
4.1.2 Evacuation routes.	All or none	25	25	Addressed criteria. Evacuation routes clearly described in narrative but not easily identifiable in the diagram.
4.1.3 The location of fire extinguishers and other fire suppression equipment.	All or none	25	25	Addressed criteria.
4.1.4 Procedures and training for all fire and medical emergencies.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
Summary Plan was prepared by The Fire Consultants, Inc., a Walnut Creek-based engineering and consulting firm. Accident reporting procedures include extensive safety rules for employees. Schematic on p. 78 clearly shows all fire suppression equipment. Medical emergency protocols (p.83) call for stopping bleeding and/or applying Heimlich maneuver in case of choking, and employees will be trained to respond to fire and medical emergencies (p.80).				

Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-003

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
5 Security Plan (400 pts)		400	400	
5.1 The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	All or none	60	60	Addressed criteria.
5.1.1 Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).	0% / 50% / 80% / 100% 0 / 70 / 112 / 140	140	140	Addressed criteria.
a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)				Addressed criteria.
b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.				Addressed criteria.
c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.				Two rooms are labeled "RR" and this acronym is not explained.
d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices.				Addressed criteria.
5.1.2 Number and location of all video surveillance cameras				Addressed criteria.
5.2 Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).	All or none	60	60	Addressed criteria.
5.3 Briefly describe cash handling procedures.	0% / 50% / 80% / 100% 0 / 5 / 8 / 10	10	10	Addressed criteria.
5.4 Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:	0% / 50% / 80% / 100% 0 / 65 / 104 / 130	130	130	Addressed criteria.
5.4.1 Number of guards.				Addressed criteria.
5.4.2 Hours guards will be on-site.				Addressed criteria.
5.4.3 Locations at which they will be positioned.				Addressed criteria.
5.4.4 Guards' roles and responsibilities.				Addressed criteria.
Summary The Security Plan was prepared by Sapphire Risk Advisory Group, LLC (a Texas-based firm). Proposed business is located on a roughly triangular lot with over 100 parking spaces and is bordered by Interstate 80 on the east. Neighboring buildings immediately to the west include Sutter Medical Foundation, Gateway Realty and Lincoln Financial Advisors. Farmers Insurance, Acme Glass, and Northbay Healthcare are located across Martin Road which borders Applicant's proposed facility on the north. Premise diagram shows dimensions of each room and labels activities in each, multiple security cameras and access control points for keycards, vault, safes, and alarm arming keypad. Limited access areas are clearly identified via color coding. Applicant will contract with Crime Alert Security, for alarm installation and monitoring. Panic buttons will be within [REDACTED] (p.97). Cash handling: Currency at each point of sale station will have a predetermined limit with excess cash going into drop safe. Discussion includes transfers to vault, coverage by CCTV of each point of sale station, two-person verification of all safe deposits. Applicant will have [REDACTED] security guards on duty during operating hours and [REDACTED] during non-operating hours -- discussion includes hours, posted locations, and responsibilities.				

City of Fairfield
Community Development Department
1000 Webster Street, 2nd Floor
Fairfield, CA 94533
Email: planning@fairfield.ca.gov

Delivered by email 01/27/2021

Reference: Notice of Public Comment Period Regarding Application to Operate a Commercial Cannabis Retail Business.

FORMAL OBJECTION TO APPLICATION TO OPERATE A COMMERCIAL CANNABIS RETAIL BUSINESS.

I would like to formally object to the proposed application submitted by Authentic Fairfield LLC. Based on the follow:

- Children in and around multiple medical service facilities, doctors' offices, and clinics.
- Location is within close proximity to the Fairfield Unified School District offices. Visited by families and children of all ages.
- Applicants business has a clear negative image and concerns for current customers utilizing and patronizing the existing businesses. (comments from existing lessees).
- Our association, Highland Corporation, makes every effort to uphold a standard of maintenance and care in this location to provide an atmosphere appealing to our customers and tenants, which we believe would be diminished by having a cannabis retail business as part of this community.

Respectfully Submitted


Shelley Cole, Trustee
Property Owner
2460 Hilborn Road
Fairfield, CA 94534

01/27/2021
Date

From: planning@fairfield.ca.gov
To: [Kreimeier, Amy](#)
Subject: FW: Public comment re: Application for a Cannabis Retail Business at 2740 Martin Rd, Fairfield, CA 94534
Date: Wednesday, January 27, 2021 2:07:42 PM

Cindy Garcia

Cindy Garcia | Office Specialist
City of Fairfield | Community Development Department
Office: 707-428-7452 | Fax: 707-428-7621
cgarcia@fairfield.ca.gov

Please note: Fairfield City Hall is closed the 1st and 3rd Fridays of every month

From: Michele Stavenuiter <michelestavenuiter@yahoo.com>
Sent: Wednesday, January 27, 2021 11:54 AM
To: planning@fairfield.ca.gov; Michele Stavenuiter <michelestavenuiter@yahoo.com>;
hankstavenuiter@gmail.com
Subject: Public comment re: Application for a Cannabis Retail Business at 2740 Martin Rd, Fairfield, CA 94534

Dear Planning Dept. and City Council,

As a concerned Homeowner and Fairfield resident for over 30 years, I'm writing this letter to voice concerns and request the planning dept and City Council, **deny the application for a license from Authentic Fairfield LLC, for a Cannabis Retail Business license for proposed business at 2740 Martin Road, Fairfield, CA 94534.** This type of business would be a detriment to this area and City of Fairfield, as it would increase crime levels in area, drive up City costs to operate and hire more police/law enforcement to patrol this area. This type of business should not be allowed to operate within City limits. Ultimately, this type of business would attract and increase violence, drug, and gang issues that already plague this city. In addition, there would be an increase in loitering at all hours of the day/night, increase in homelessness, increase in noise and traffic levels, and ultimately drive the property values down in West Fairfield, Waterman Highlands, Rolling Hills and all residential subdivisions in area.

This type of business should not be allowed to operate in city limits and license should be denied. Please vote NO.

Thank you.

Concerned Homeowners/Citizens/Taxpayers,
Michele and Hendrik Stavenuiter/MS/HS
2414 Tea Court
Fairfield, CA 94534
707-580-0689

**East of Eden North Bay
LLC.**

1740 Travis Blvd.

CRM2020-015

CITY OF FAIRFIELD

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION REVIEW SUMMARY

BUSINESS NAME	East of Eden North Bay, LLC
DBA	East of Eden
PERMIT TYPE	Retail
CITY OF FAIRFIELD LOCATION	1740 Travis Blvd.
BUSINESS CONTACT INFORMATION	Mike Bitar 514 Work St. Salinas, CA 93901
PHASE II SCORE	95.00% (1,520 points)
PHASE III SCORE	90.46% (2,171 points)
TOTAL COMBINED SCORE	92.28% (3,691 points)

OWNER SUMMARY

- The business is owned entirely by the Grupo Flor Corporation which is owned by BAK Festivals Inc.
- The application listed 9 individuals as owners who own 63.4% of parent company BAK Festivals Inc. 36.6% of ownership is unaccounted for.
 - Gavin Kogan, CEO of Grupo Flor Corporation and BAK Festivals, Inc.
 - Mike Bitar, VP of Sales for Grupo Flor Corporation
 - Omar Bitar, VP of Manufacturing for Grupo Flor Corporation
 - Steven Podell, CFO of Grupo Flor Corporation and BAK Festivals, Inc.
 - Kasra Ajir, Secretary for Grupo Flor Corporation and BAK Festivals, Inc.
 - Stephen Kim, Corporate Counsel for Grupo Flor Corporation
 - Darren Dykstra, COO of BAK Festivals, Inc.
 - Howard Fisher, Board Member of BAK Festivals, Inc.
 - Michael Zupano, Fairfield Community Outreach Manager
- One listed owner is a Fairfield resident.

LOCATION

- The business is to be located at 1740 Travis Blvd. and the applicant has a signed letter of intent to lease the property.
- The current zoning classification for the subject property is CR (Regional Commercial).
- Commercial cannabis - retail is a permitted use in the CR zone subject to the requirements of the Fairfield Municipal Code (FMC) Chapter 10E.
- The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time of this writing.

- The subject site is located adjacent to Interstate 80 at the Travis Blvd. exit in the Gateway Center.
- The business would be located in a 4,472 square foot space in a multi-tenant building shared with an existing Chick-fil-a and shares over 250 parking spaces with the adjacent businesses through a reciprocal access and parking easement.

COMMUNITY RELATIONS PLAN

- East of Eden proposes to contribute \$30,000 per year to the Solano Community Foundation to be split equally between their social justice and equity fund, disaster relief fund, and community impact fund.
- East of Eden proposes to partner with the Fairfield Community Services Foundation by providing \$10,000 per year to Fun on the Run and \$10,000 per year to support Assist-A-Grad Scholarships.
- East of Eden proposes to partner with Fighting Back Partnership, a Vallejo non-profit, and provide \$10,000 annually to bring the organizations "Positive Youth Development Program", which educates youth on the dangers of cannabis youth, to Fairfield students.
- East of Eden proposes to partner with the Solano Youth Commission and provide \$10,000 annually to support the organizations Solano Friday Night Live Partnership which educates youth in Solano County on the dangers of substance use.
- East of Eden proposes to join the Solano ATOD Prevention Collaborative and the Vacaville Aware Coalition.
- Employees will receive 10 hours of paid volunteer time per year.

PUBLIC COMMENTS

The City of Fairfield received one public comment letter in opposition to the business East of Eden and its parent company Grupo Flor. The letter was provided by the United Food & Commercial Workers Union, Local 5 (UCFW). The letter describes actions taken by Grupo Flor at their location in Oakland that led to the current dispute with the UCFW. The UCFW states that Grupo Flor took over operations of union represented cannabis business in Oakland that had been operating under a collective bargaining agreement since 2011. The letter states that the business temporarily shut down in June of 2020 due to the pandemic and local civil unrest and reopened with an entirely new non-union staff. Previously employed union employees were laid off permanently and lost health care coverage.

RESPONSE: City staff cannot speak to the merits of this claim. East of Eden has committed to providing employees at the City of Fairfield location with medical, dental and vision benefits and to cover 40% of the cost of the premiums. The application does not make any mention of the creation of an employee union. The City has no requirements in Fairfield Municipal Code Chapter 10E that employees be unionized nor would the City oppose efforts of employees to unionize if they so choose.



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-015

Tracking Number

East of Eden North Bay LLC dba East of Eden

Applicant Name / DBA

1740 Travis Blvd. Fairfield, CA 94533

Proposed Location

Storefront Retail (A/M)

License Type

SCORE SUMMARY

1,600	Total Points Available
1,520	Points Received
95.00%	Total Score Percentage
0	Number of pages over 200 limit

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
1 Business Plan (300 pts)		300	244	
1.1 Owner qualifications. Resumes are not to exceed two (2) pages per owner.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	34	Applicant provided qualifications for 7 individuals who own 62.4% of the parent company of Grupo Flor, BAK Festivals. 37.6% of ownership is unaccounted for.
1.2 A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.3 Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	0	Proof of capitalization inconclusive. Applicant presented generic document that does not appear to have come from a financial institution.
1.4 Financial pro forma for at least three years of operation.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.5 Fully describe hours of operation and opening and closing procedures.	All or none	30	30	Addressed criteria.
1.6 Fully describe the day-to-day operations for each license type being sought.	0% / 50% / 80% / 100% 0 / 50 / 80 / 100	100	100	Addressed criteria.
1.6.1 Additional criteria for RETAIL applications only:				
a. Describe customer check-in procedures.				Addressed criteria.
b. Identify location and procedures for receiving deliveries during business hours.				Addressed criteria.
c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.				Addressed criteria.
d. Estimate the number of customers to be served per hour/day.				Addressed criteria.
e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.				Addressed criteria.
f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.				Addressed criteria.
Summary	Applicant provided qualifications for roughly 2/3 of the company's ownership, and identifies start-up costs of \$ [REDACTED] in pie chart at p. 21 of Review Criteria. Proof of capitalization is inconclusive (see note above), Pro Forma has been provided. Based on description of product delivery at p.31, it appears product is unloaded from trucks outside the building. Narrative provides detailed quality control procedures for incoming products. Applicant will use Treez as its point of sale software and have six sales registers. Applicant estimates 57 customers/hour and 800 customers/day. Applicant will sell flower (50%), edibles (10.5%), tinctures (4.5%), concentrates (28.5%), topicals and ancillary items (6.5%). Applicant will begin deliveries with three vehicles.			



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-015

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
2 Labor and Local Enterprise Plan (300 pts)		300	300	
2.1 Describe whether the CCB is committed to offering employees a living wage.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.2 Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.3 Describe compensation to and opportunities for continuing education and employee training.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.4 Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.	All or none	25	25	Addressed criteria.
2.5 Describe the expected number of employees, title/position, and their respected responsibilities.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant will start employees at \$16.00/hr. Applicant will provide workers compensation and medical, dental and vision benefits and cover 40% of the premiums. Life insurance will be provided with the Applicant covering 100% of the cost of policies with a \$50,000 benefit. Applicant will provide one week's paid vacation per year as well as seven paid holidays, parental and bereavement leave, military leave, leave related to domestic violence, and time off for voting. Applicant will provide training on strains of cannabis, their effectiveness, delivery methods, and state and local regulations. Applicant will support continuing education with a program for Retail Management using LinkedIn Learning, a professional development program. Fairfield resident Michael Zumpano will be the Community Outreach Manager, he holds no ownership interest. Applicant anticipates 25 employees.				

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
3 Neighborhood Compatibility Plan (200 pts)		200	200	
3.1 Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and vehicle and pedestrian traffic.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.2 Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.3 Describe odor mitigation practices.	0% / 50% / 80% / 100% 0 / 10 / 16 / 20	20	20	Addressed criteria.
3.4 Identify potential sources of odor	All or none	10	10	Addressed criteria.
3.5 Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.	All or none	10	10	Addressed criteria.
3.6 Describe all proposed system maintenance.	All or none	10	10	Addressed criteria.
3.7 Describe the waste management plan.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Security guards will conduct regular patrols of the neighborhood immediately surrounding the facility, and Applicant will implement a Neighbor Outreach Program providing the Community Outreach Manager's contact information for complaints re: odor, noise, etc. Applicant will have zero tolerance policy re: several activities on-site including but not limited to consumption of cannabis or alcohol, excessive noise, loitering and littering. Waste will be carefully managed, including signs stating that trash bins contain no cannabis. Applicant will have an HVAC system producing negative air pressure and will use carbon filtration. Narrative states that regular maintenance will include changing the air filters on a regular basis, but at least every month, but did not mention the schedule for the HVAC system.				



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-015

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
4 Safety Plan (400 pts)		400	386	
4.1 The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	0% / 50% / 80% / 100% 0 / 100 / 160 / 200	200	190	Training section (4.1.4) was missing critical components.
4.1.1 Accident and incident reporting procedures.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
4.1.2 Evacuation routes.	All or none	25	25	Addressed criteria.
4.1.3 The location of fire extinguishers and other fire suppression equipment.	All or none	25	25	Addressed criteria.
4.1.4 Procedures and training for all fire and medical emergencies.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	71	There is no mention of first aid training although first aid kits will be installed. No mention of training in use of fire extinguishers.
Summary Safety Plan was prepared by John P. Stoppi Jr., a California-licensed Architectural, Mechanical, & Fire Protection Engineer. Applicant's reporting procedures are based solely on OSHA requirements. Three fire extinguishers can be seen on the diagram on p.82. Smoke detectors will be installed as part of the fire alarm system. All staff will be CPR-trained. First aid kits and Automatic External Defibrillators will be installed, staff will be trained in the latter.				



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-015

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
5 Security Plan (400 pts)		400	390	
5.1 The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	All or none	60	60	Addressed criteria.
5.1.1 Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).	0% / 50% / 80% / 100% 0 / 70 / 112 / 140	140	130	Diagram failed to show a designated area within the facility for loading and unloading of shipments.
a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)				Addressed criteria.
b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.				Addressed criteria.
c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.				Diagram failed to designate an area within the facility for loading and unloading of shipments.
d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices.				Addressed criteria.
5.1.2 Number and location of all video surveillance cameras				Addressed criteria.
5.2 Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).	All or none	60	60	Addressed criteria.
5.3 Briefly describe cash handling procedures.	0% / 50% / 80% / 100% 0 / 5 / 8 / 10	10	10	Addressed criteria.
5.4 Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:	0% / 50% / 80% / 100% 0 / 65 / 104 / 130	130	130	Addressed criteria.
5.4.1 Number of guards.				Addressed criteria.
5.4.2 Hours guards will be on-site.				Addressed criteria.
5.4.3 Locations at which they will be positioned.				Addressed criteria.
5.4.4 Guards' roles and responsibilities.				Addressed criteria.
Summary	Security Plan was prepared by Matt Carroll of Safe and Sound Security based in Concord. Diagram at p. 92 clearly shows all security features (surveillance cameras, panic alarms, points of key fob access). Cash handling procedures include use of a drop safe, designated limit for individual cash drawers, and storage in a UL-rated safe. [REDACTED] armed security guards will be on duty during operating hours, [REDACTED]. There is a detailed discussion of the alarm system although the specific company or system is not named in the narrative.			



John Nunes
President

Jack Landes
Secretary - Treasurer

Main Office:
**United Food & Commercial
Workers Union, Local 5**
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Hayward, CA 94544
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Dear Members of Fairfield City Council

The 30,000 members of UFCW appreciate the commitment by the city of Fairfield to ensure all new jobs that are created within the city are consider “good jobs”. We appreciate the efforts of the city to ensure that the local community benefits from the emerging cannabis industry.

We write this letter to you about the city’s process of choosing cannabis employers to be licensed to operate in the city of Fairfield. The union has appreciated the open and transparent process the city has undertaken as it relates to the applicants for licensing. The emerging cannabis industry creates an opportunity for cities like Fairfield to set a good precedent for attracting employers that value communities and the workers from those communities. UFCW 5 represents hundreds of workers in the cannabis industry in the Bay Area, and the UFCW is the largest representative of workers in the cannabis industry nationally. We have a long and deep experience with employers of all kinds in the industry.

We are taking the unprecedented step of writing to you today to comment on one employer that has applied for a license in the city of Fairfield. That employer is East of Eden/ Grupo Flor. UFCW 5 has a unique experience with this employer, because they took over a union represented operation in Oakland, named Magnolia Wellness. The company had been organized and under a Collective Bargaining Agreement since 2011 and was one of the first dispensaries organized in the country. The twin crises of the pandemic and the civil unrest in June of 2020 created a set of unique challenges that made the company temporarily shut down.

When the company reopened, they reopened under a different name, Flor Oakland, with different workers. They notified all the previously employed union workers of layoffs on December 5th and told the workers they could “reapply” for their jobs. The company did not inform the workers that they had hired replacement workers a month before. They also cancelled all the health insurance of these workers and told them they were not eligible for COBRA coverage as of December 31, 2020. This reprehensible action took place during the current pandemic.

The UFCW is fighting for these workers representation rights, and we are confident we will win. We do not believe the behavior displayed by Grupo Flor/East of Eden is the kind of company that Fairfield wants to welcome to the city, and we think this is in direct conflict with the intent of the city of Fairfield’s willingness to open the city to the cannabis industry.

We respectfully ask that you do not approve of East of Eden’s application and you consider other more qualified companies.

Thank you

Jim Araby
UFCW 5
Strategic Campaigns Director
jaraby@ufcw5.org

Element 7 Fairfield
2320 Courage Drive
CRM2020-012

CITY OF FAIRFIELD

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION REVIEW SUMMARY

BUSINESS NAME	Element 7 Fairfield LLC
DBA	N/A
PERMIT TYPE	Retail
CITY OF FAIRFIELD LOCATION	2320 Courage Dr., Suite 101
BUSINESS CONTACT INFORMATION	Robert M. Divito, Jr. 645 W. 9 th St. #110-631 Los Angeles, CA 90015
PHASE II SCORE	100% (1,600 points)
PHASE III SCORE	86.96% (2,087 points)
TOTAL COMBINED SCORE	92.18% (3,687 points)

OWNER SUMMARY

- Element 7 Fairfield LLC has 5 owners:
 - Robert M. Divito Jr., CEO - Robert M. Divito Jr. founded Element 7 in 2018.
 - Sgt. Patrick T. Brooks, Co-Founder - Sgt. Patrick T. Brooks is a US Marine Corps representative and will assist with community programs and logistics at Element 7.
 - Greg Moreno, Co-Founder – Greg Moreno is a veteran and will oversee recruitment and training at Element 7.
 - Alexander Rincon, Co-Founder – Alexander Rincon is an active Marine Recruitment Station Commander in Fairfield.
 - Melissa Sampson, Co-Founder – Melissa Sampson is the founder of the Imagine Me Foundation and will focus on community engagement and education at Element 7.
- Three of the five owners currently live in the City of Fairfield.

LOCATION

- The business is to be located at 2320 Courage Dr., Suite 101 and has received property owner consent.
- The current zoning classification for the subject property is IL (Limited Industrial).
- Commercial cannabis retail is a permitted use in the IL zone subject to the requirements of the Fairfield Municipal Code (FMC) Chapter 10E.
- The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time of this writing.
- The subject site is located in an industrial area of the City south of Highway 12 and is 1.3 miles from the Chadbourne Rd. exit and .6 miles from the Beck Ave exit off Highway 12.

- The business will be located within an existing multi-tenant building with a unit size of 4,300 square feet and 76 parking spaces.

COMMUNITY RELATIONS PLAN

- Element 7 will commit \$50,000 annually to their Element 7 Cares program to contribute to the local community. Element 7 Cares will be governed by a board of 5 members with 3 members from the local community. It is unclear if this is a separate non-profit entity.
- Element 7 has identified and reached out to 5 non-profits as potential partners including the Imagine Me Foundation, Food Bank of Contra Costa and Solano, Operation Care and Comfort, Friends and Family Services, and No Time 2 Chill Basketball Academy.
- The application does not identify a plan or potential partners for youth outreach and drug use prevention education.
- Element 7 proposes to hold 4 community educational evenings per year for adults on cannabis related topics.
- Element 7 will commit up to a proposed 3% of the common shares in the company to key staff and executives that are hired from Fairfield or the County. Staff serving longer than 24-months service will be eligible to be allocated equity through a Stock Option Agreement.
- Full-time employees will be provided 10 hours of paid time off to volunteer per quarter.
- Element 7 proposes to create a local internship and mentorship program for two twenty-one-year-old youths per year.

PUBLIC COMMENTS

The City has received two public comment letters regarding this application, attached. The first letter was provided by the group California Cannabis Association and is in general opposition to the business Element 7. City staff was unable to locate information on this association and it has no affiliation with the California Cannabis Industry Association, the largest cannabis industry association in California. The letter was addressed to the City of Salinas and dated August 7, 2020. The letter requests that Element 7 be disqualified from the application process with the City of Salinas on the grounds that Element 7 provided false and misleading information in their application. The letter provides some background on Element 7, current legal issues, lack of financial transparency, and a summary of their dispute of claims made against Element 7 in a previous application with the City of Marina.

RESPONSE: City staff cannot speak on claims raised in an application that we have not seen, in an application process that we did not conduct. Element 7 submitted an application to the City of Fairfield on October 23, 2020, three months after the date of this letter. Their City of Fairfield application has gone through extensive review by both the consultant and City staff. The owners of Element 7 have undergone a preliminary background check with the City of Fairfield. The background checks and application

review did not result in any information that would be cause for alarm or disqualification from the City's process.

Element 7 currently possesses 17 licenses in the State of California to operate cannabis businesses however, only a few businesses are currently operational. Their City of Fairfield application provided information on a line of credit to fund start-up operations in multiple jurisdictions in California, but the application did not identify how much of this funding was specifically earmarked for their Fairfield operations. Given the fact that Element 7 has 17 licenses but only a few operating businesses, staff is concerned about the businesses ability to begin operations and open to the public in a timely and successful manner.

The second comment letter was provided by a representative of the Jelly Belly Candy Company and raises an objection. The objection is:

1. Signage for the cannabis business, both physical and online, would have a negative effect on the reputation of Jelly Belly.
 - **RESPONSE:** A retail commercial cannabis business is a permitted use at 2320 Courage Dr. and there are no sensitive uses, as defined in Fairfield Municipal Code Section 10E.18 (c) within 600-feet of the site. The Jelly Belly Company is within 600-feet, as measured from parcel boundaries, but does not meet the definition of a sensitive use. Fairfield Municipal Code Section 10E.24 contains numerous restrictions on signage that cannabis businesses will be required to comply with.
 - A cannabis business is prohibited from displaying any graphics depicting cannabis or cannabis products on the exterior of the business site. This restriction also applies to any graphics on business vehicles.
 - Business signage is limited to that needed for identification only and may not contain logos or information that identifies, advertises, or lists services or products offered.
 - Cannabis businesses are prohibited from using banners, flags, a-frames, and billboards at all times.
 - Cannabis businesses are restricted from advertising by having a person holding a sign and advertising to passerby, regardless of where that person is located.
 - As a requirement for permit issuance, a cannabis business must agree to to be prohibited from advertising any commercial cannabis business located within the City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising.
 - Cannabis Business must comply with all applicable requirements of the Sign Ordinance.

When taken together, these requirements will ensure that signage for a cannabis business is limited to on-site physical signage such as wall signs. There will be no

logos or depictions of cannabis in the business signage. To anyone passing by the site, signage depicting the business name "Element 7" would not stand out any more than the signage for adjacent businesses. There will be no off-site signage or advertising in the path of travel to the Jelly Belly Visitor Center or anywhere else in the City, including on billboards and digital billboards in the City. Further, visitors going directly to the Jelly Belly Visitor Center, such as school or tour buses, would not drive by 2320 Courage Dr. to get to Jelly Belly. The Jelly Belly Visitor Center is located on Jelly Belly Lane off of N. Watney Way which connects to Courage Dr. at two separate intersections. Visitors can only access the Jelly Belly Visitor center from these intersections, located to the east and west of the proposed cannabis business location. Whether coming from the east or west, visitors to Jelly Belly would turn on N. Watney Way before passing the proposed cannabis business on Courage Dr.

The letter also makes reference to Google Maps and their desire not to have a cannabis icon appear near their facilities when searching for Jelly Belly on the site. Google Maps is owned and operated privately and the City has no control over which business appear with logos on Google Maps. However, when searching for existing cannabis businesses in other Cities using Google Maps, the only icon and information that appears is the business name and the icon used for all retail businesses. This is the same icon that appears for the Jelly Belly Factory. There is no separate icon for cannabis businesses or anything to indicate what is sold on site that would appear when searching for Jelly Belly using Google Maps.



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2022-012

Tracking Number

Element 7 Fairfield LLC

Applicant Name / DBA

2320 Courage Drive, Suite 101 Fairfield, CA 94533

Proposed Location

Storefront Retail (A/M)

License Type

SCORE SUMMARY

1,600	Total Points Available
1,600	Points Received
100.00%	Total Score Percentage
0	Number of pages over 200 limit

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
1 Business Plan (300 pts)		300	300	
1.1 Owner qualifications. Resumes are not to exceed two (2) pages per owner.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
1.2 A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria. Utilities are not in budget but appear in Operating Costs charts at p. 21.
1.3 Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.4 Financial pro forma for at least three years of operation.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.5 Fully describe hours of operation and opening and closing procedures.	All or none	30	30	Addressed criteria.
1.6 Fully describe the day-to-day operations for each license type being sought.	0% / 50% / 80% / 100% 0 / 50 / 80 / 100	100	100	Addressed criteria.
1.6.1 Additional criteria for RETAIL applications only:				
a. Describe customer check-in procedures.				Addressed criteria.
b. Identify location and procedures for receiving deliveries during business hours.				Addressed criteria.
c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.				Addressed criteria.
d. Estimate the number of customers to be served per hour/day.				Addressed criteria.
e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.				Addressed criteria.
f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.				Addressed criteria.
Summary	Qualifications are provided for all five owners (Robert DiVito, Melissa Samson, Patrick Brooks, Alexander Rincon, and Greg Moreno). Applicant provided itemized start-up budget of \$[REDACTED]. Applicant has provided bank statement, indicating \$[REDACTED] in liquid assets, also Letter of Credit for \$[REDACTED] from Diverse Real Estate Solutions to fund Element 7 start-up operations in multiple California jurisdictions (Applicant should clarify how much is earmarked for Fairfield operation, given their 17 other licenses in CA (pp. 15-16); a second Letter of Credit for \$[REDACTED] from Industrial Court is included. Applicant will use Flowhub point of sale software and plans on 4 sales registers. Applicant estimates 500-600 customers/day, and two delivery vehicles initially. Delivery security is covered in detail at pp. 32-34.			

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
2 Labor and Local Enterprise Plan (300 pts)		300	300	
2.1 Describe whether the CCB is committed to offering employees a living wage.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.2 Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.3 Describe compensation to and opportunities for continuing education and employee training.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.4 Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.	All or none	25	25	Addressed criteria.
2.5 Describe the expected number of employees, title/position, and their respected responsibilities.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary	Applicant will start employees at \$19/hour. Benefits include a medical, dental and vision plan (available to full-time employees after 6 months; also to part-time employees who would pay 100% out of pocket), a 401K plan featuring employer contributions after one year of service, tuition assistance after one year, and stock options. Training (80 hours) will be provided on internal policies and procedures and industry best practices, refresher training is mandatory. Three of the owners (Melissa Samson, Patrick Brooks, Alexander Rincon, combined total 6% ownership) are Fairfield residents, Applicant plans on 75% local hires. Applicant plans to hire 12 employees and has provided job descriptions.			

Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

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Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
3 Neighborhood Compatibility Plan (200 pts)		200	200	
3.1 Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and vehicle and pedestrian traffic.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.2 Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.3 Describe odor mitigation practices.	0% / 50% / 80% / 100% 0 / 10 / 16 / 20	20	20	Addressed criteria.
3.4 Identify potential sources of odor	All or none	10	10	Addressed criteria.
3.5 Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.	All or none	10	10	Addressed criteria.
3.6 Describe all proposed system maintenance.	All or none	10	10	Addressed criteria.
3.7 Describe the waste management plan.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant will create outreach program to engage with business neighbors, and implement a Good Neighbor policy entailing personal visits and development of an email database. Architecture of facility will be designed to muffle noise. Exterior lights will be directed toward the ground, product deliveries will be requested at non-peak hours to minimize contribution to traffic congestion. Applicant will work with 15000, Inc., an industry-specific engineering group from Santa Rosa, experts in design of effective and environmentally efficient odor management systems. Cleanleaf CL2500 HVAC with HEPA Filters will be used to control odor. Nasal ranger olfactometers will be used to detect odor. Will contract with MediWaste for waste disposal.				

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
4 Safety Plan (400 pts)		400	400	
4.1 The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	0% / 50% / 80% / 100% 0 / 100 / 160 / 200	200	200	Addressed criteria.
4.1.1 Accident and incident reporting procedures.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
4.1.2 Evacuation routes.	All or none	25	25	Addressed criteria.
4.1.3 The location of fire extinguishers and other fire suppression equipment.	All or none	25	25	Addressed criteria. Locations are listed in the narrative at p. 115.
4.1.4 Procedures and training for all fire and medical emergencies.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
Summary Safety Plan prepared by 3 consultants: Brian Uthe, Building Inspector, University of Arizona; Larry Frogosa, retired Battalion Chief, Tracy Fire Department; and Mohsen Gounelli, licensed architect. Reporting procedures include example of accident reporting form. Site plan photo at p. 115 shows Evacuation Assembly Area outside the facility. Training covers OSHA requirements, workplace violence, and emergency preparedness.				



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2022-012

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
5 Security Plan (400 pts)		400	400	
5.1 The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	All or none	60	60	Addressed criteria.
5.1.1 Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).	0% / 50% / 80% / 100% 0 / 70 / 112 / 140	140	140	Addressed criteria.
a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)				Addressed criteria.
b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.				Addressed criteria.
c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.				Addressed criteria.
d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices.				Addressed criteria.
5.1.2 Number and location of all video surveillance cameras				Addressed criteria.
5.2 Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).	All or none	60	60	Addressed criteria.
5.3 Briefly describe cash handling procedures.	0% / 50% / 80% / 100% 0 / 5 / 8 / 10	10	10	Addressed criteria.
5.4 Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:	0% / 50% / 80% / 100% 0 / 65 / 104 / 130	130	130	Addressed criteria.
5.4.1 Number of guards.				Addressed criteria.
5.4.2 Hours guards will be on-site.				Addressed criteria.
5.4.3 Locations at which they will be positioned.				Addressed criteria.
5.4.4 Guards' roles and responsibilities.				Addressed criteria.
Summary	Security Plan was prepared by GSG Security Services. 24-hour security will be provided. Floor plan at p. 142 clearly shows limited access areas. ADT Security Services (Fairfield office) will monitor the alarm system. Applicant has an FDIC-insured bank in the Bay Area. Individual cash registers are limited to a predetermined amount. When they reach the amount a manager must perform a cash drop [REDACTED]. Applicant will use cash counting machines. [REDACTED] guards will be on duty during business hours. After hours, there will be a security patrol. [REDACTED].			

California Cannabis Association (CCA)
2701 K Street, Suite 101A
Sacramento, CA 95816

City of Salinas
Mayor Pro Tem Christie Cromeenes & Honourable Councilmembers:
200 Lincoln Avenue
Salinas, CA 93901

August 7, 2020

Dear Mayor Pro Tem Cromeenes and Honourable Councilmembers:

It is our understanding that the City of Salinas is currently reviewing an application from Element 7 for a proposed commercial cannabis business license to operate within the City. We urge the City to reconsider the merits of this application and suggest that the application be disqualified on the grounds of the applicant providing false and/or misleading information to obtain an operating permit within the City of Salinas. We have reviewed the application Element 7 provided to the City of Marina and cannot express the offense we take at a "cannabis company" that pushes such exaggerations and half truths as the ones that are contained in Element 7's Marina application.

Background on Element 7

As a company, Element 7 has been in California's cannabis industry for less than 2 years. It shares an executive board and advisory members from a former iteration known as Genezen, which operated as a license clearing house for cannabis permits throughout California's Central Valley. In carrying over some of the executive and advisory members from Genezen, Element 7 has also carried over some of Genezen's pattern of providing false and/or misleading information about its executives accomplishments, company assets, and financial well being. However impressive their application is, their former and current business practices continue to defraud California communities.

Incorporation

Element 7 was organized, recorded, and registered with the California Secretary of State on December 18, 2018 under Element 7 CA, LLC., with its business address listed as 7936 Hillside Avenue in Los Angeles, California. This is a residential address with a current rental tenant occupying the property. The manager of Element 7 is listed as Robert DiVito, residing at 6221 Pacific Avenue in Playa Del Rey, California (see Attachment 1). Again, a residential address with a current rental tenant occupying the property. In an secondary Statement of Information recorded on March 6, 2019 the 6221 Pacific Avenue address was updated to the 7936 Hillside Avenue address (see Attachment 2) and the company was listed as being formed in Illinois.

No Operational Licenses

As a company, Element 7 has filed 45 separate registrations with the California Secretary of State. As of August 5, 2020, ten of those registrations have been cancelled by the company and there is currently no record of the remaining active registrations operating as businesses as required by the State of California, Bureau of Cannabis Control, and or the counties/cities Element 7 has been awarded licenses to operate in (see Attachment 3). None of the current 45 registrations recorded with the Secretary of State include a registration for the City of Salinas.

Further, of the 31 locations...or rather the 31 locations Element 7 has listed in their portfolio, not a single one is open as an Element 7 store, and/or a joint venture with Element 7 as an operating partner, and/or a currently operating commercial cannabis licensee. Nor is there any record of Robert DiVito or Element 7 having a pending application with the State of California or the Bureau of Cannabis Control.

As of November 2019, a confidential memorandum circulated by Element 7 listed Marshall J. Field Commercial Real Estate Advisory Group, LLC., as a broker for 21 of the 22 properties that Element 7 was awarded Conditional Use Permits to develop a cannabis retail joint venture. All 21 of the licenses Element 7 had won to date was being sold for \$1,200,000.00 for 51% of the license. This would be a direct violation of the existing State of California Bureau of Cannabis Control rules on transfer of licenses given the fact that majority ownership would be granted to the buyer.

Current Legal Issues

As of May 26, 2020 **Element 7 is being sued by their "lead investor"** as listed in their City of Marina application, ToroVerde, Inc., in Orange County Superior Court for Breach of Contract as well as 9 other charges under Case No.: 30-2020-01140087-CU-BC-CXC (see Attachment 4).

ABBREVIATED SUMMARY OF DISPUTED CLAIMS

To fact check each and every claim made throughout any of Element 7's 200 page applications would be exhaustive. However, in the interest of brevity there are several that will clearly illustrate the lack of character of Element 7's executives, unethical business practices, and false claims. The repudiation of facts will pertain to the application that Element 7 submitted in your neighboring community of the City of Marina.

Claim 1: Robert "Bobby" DiVito's claim about a management role at Riverview Farms and how the role gave him oversight across the entire industry.

Reality: Bobby was hired by Riverview by the Hackett Family and failed to perform his contracted duties and responsibilities. His total tenure lasted less than 30 days.

Claim 2: Bobby claims he was successful in lobbying the "state" to adopt the "campus model" in California's MAUCRSA.

Reality: Mr. DiVito may have attended some of the reconciliation discussions held for the general public, and provided testimony to the Business & Professions Committee (although a cursory search on the committee's public testimony yields no record of a Bobby Divito providing public comment), however the claim that he was solely successful is a **FALSE** statement.

Claim 3: Element 7 has educated over 100 cities and communities across California and "we continue to be one of the leading advocates for change, micro-development, and agile growth in an industry that will look very different tomorrow than it does today"

Reality: Attending a public meeting is not "educating". Retailers such as Berkeley Patients Group, Harborside, Green Door, Cookies, A Healthy Alternative, and others have a record of participating in forums sponsored by community organizations. As for being a leading advocate for change, without an operating business what change is Element 7 really influencing?

Claim 4: ToroVerde Inc., has committed \$10.0M in capital towards Element 7's California expansion and operations.

Reality: ToroVerde Inc., is currently suing Element 7, LLC., to recover its initial investment of \$1.3M for a Breach of Contract.

Claim 5: "Our partnership with BURPY, one of Texas' largest and best food delivery platform is powering our cannabis delivery offer.

Reality: As of August 5, 2020, BURPY is not a registered cannabis distributor with the State of California.

Claim 5: Element 7's Management Team are not Element 7 employees.

Reality: Of the seven individuals listed as "Our Element 7 team" every single summary bio is either exaggerated and/or false in regards to their professional accomplishments.

Claim 6: Board appointment to International Hemp Solutions (IHS)

Reality: International Hemp Solutions (IHS) is a private, for profit organization managed by a former insurance salesman and exaggerates its relationship to the Association of Official Seed Certifying Agencies, the California Foundation Seed Program, and the Organisation for Economic Cooperation and Development (OECD) which it also claims it has an exclusive license with. Again, untrue.

Claim 7: Industry-First Retail Cannabis Study at UCLA

Reality: Five MBA candidates at the UCLA Anderson School of Management were effectively *courted* by Element 7 to write a theses on how the company was disrupting California's Retail Industry. Again, on its surface Element 7 tries to imply that UCLA is partnering with them. At best, another exaggeration of a headline that isn't supported.

Claim 8: Partner of the Emerald Exchange

Reality: Justin Calvino is no longer a principal or a partner of the Emerald Exchange. Notably, while the Emerald Exchange was operating, it did so on private property and was an invite only event that limited access and sold products under a Prop. 215 condition without paying taxes to the State of California or Los Angeles County (where its events took place). It should also be noted that while the event was known for its support of women owned businesses, it also lacked diversity and inclusion of People of Color. **The disclosure of partnering with a non-approved, unlicensed event where cannabis and cannabis products were sold without proper licensing and/or testing contradicts every statement made by Element 7 that it is committed to eradicating the illicit market.**

Additional Points for Clarity

- The 234 Reservation Road property was purchased by the Loesch Family Trust in July 2020. While there is an Indemnification Letter signed by both parties to the contract for lease of the land it was not signed until **AFTER** the application was submitted to the City of Salinas.
- Mr. DiVito is **NOT** an investor/operator at Riverview Farms/Monterey Cannabis Co.
- Genezen, the precursor company of Element 7 (and one of Mr. DiVito's current listed employers) is **NOT** building operations in the cities of Hanford and/or Parlier. The City of Parlier actually dropped their tax rate from 10% to 2% and Genezen has still not fulfilled its contractual responsibilities.
- It is also worth noting that neither Genezen, nor Element 7, have signed **Labor Peace Agreements** (LPA's), as mandated by California State Law and the Bureau of Cannabis Control, with either the Teamsters or the UFCW at any of their locations.
- After a careful review of the application there was **no financial statement** included. Most, if not all, cities that have approved cannabis licenses in the State of California have required a Financial Statement to assess the fiduciary capacity of the licensee to meet the goals outlined in their proposal.

We hope that this letter is able to provide a little more transparency into one of the current applicants you are reviewing for licensing in the City of Salinas. It is our hope that in providing this documentation there is no doubt that the lack of character and integrity of Element 7 disqualifies their application for consideration.

Respectfully,

Jason Teramoto
Internal Compliance and Boardmember
California Cannabis Association

Cc: Ray E. Corpuz, Jr., City Manager, Christopher A. Callihan, City Attorney

Attachments:

1. CA Secretary of State: Statement of Information dated 12/18/18
2. CA Secretary of State: Statement of Information dated 3/6/19
3. CA Secretary of State: Business Search Results
4. Attachment 3: CA Secretary of State: Business Search Results

Attachment 2: CA Secretary of State: Statement of Information dated 3/6/19

	Secretary of State Statement of Information (Limited Liability Company)	LLC-12	19-A93660 FILED In the office of the Secretary of State of the State of California MAR 06, 2019 This Space For Office Use Only
IMPORTANT — Read instructions before completing this form.			
Filing Fee – \$20.00			
Copy Fees – First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees			
1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions .) ELEMENT 7, LLC			
2. 12-Digit Secretary of State File Number 201905110186		3. State, Foreign Country or Place of Organization (only if formed outside of California) ILLINOIS	
4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box 7936 Hillside Ave.	City (no abbreviations) Los Angeles	State CA	Zip Code 90046
b. Mailing Address of LLC, if different than item 4a 7936 Hillside Ave.	City (no abbreviations) Los Angeles	State CA	Zip Code 90046
c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box 7936 Hillside Ave.	City (no abbreviations) Los Angeles	State CA	Zip Code 90046
5. Manager(s) or Member(s) <small>If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).</small>			
a. First Name, if an individual - Do not complete Item 5b Robert	Middle Name M.	Last Name Divito	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 7936 Hillside Ave.	City (no abbreviations) Los Angeles	State CA	Zip Code 90046
6. Service of Process (Must provide either Individual OR Corporation.) INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.			
a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State CA	Zip Code
CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.			
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b CORPNET, INCORPORATED (C3192531)			
7. Type of Business a. Describe the type of business or services of the Limited Liability Company Business Management			
8. Chief Executive Officer, if elected or appointed			
a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code
9. The information contained herein, including any attachments, is true and correct.			
03/06/2019	Amanda J Beren	Filer	
Date	Type or Print Name of Person Completing the Form	Title	Signature
Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)			
Name: []			
Company:			
Address:			
City/State/Zip: []			

					INC. (C2392069)
201905710636	02/21/2019	ACTIVE	<u>ELEMENT 7 LAKEPORT, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835410664	12/18/2018	ACTIVE	<u>ELEMENT 7 LEMON GROVE, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905610561	02/20/2019	ACTIVE	<u>ELEMENT 7 MARINA, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201934510297	12/05/2019	ACTIVE	<u>ELEMENT 7 MENDOTA LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810284	12/20/2018	CANCELED	<u>ELEMENT 7 MOUNTAIN VIEW, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810316	12/20/2018	ACTIVE	<u>ELEMENT 7 PITTSBURG, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905610580	02/20/2019	ACTIVE	<u>ELEMENT 7 PLACERVILLE, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201203010328	12/19/2011	ACTIVE	<u>ELEMENT 7 PROMOTIONS, LLC</u>	NEVADA	JAMIE S HSU
202021610185	07/30/2020	ACTIVE	<u>ELEMENT 7 SAN JACINTO LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201934510148	12/05/2019	ACTIVE	<u>ELEMENT 7 SAN JOAQUIN LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810288	12/20/2018	ACTIVE	<u>ELEMENT 7 SAN LUIS OBISPO, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835210467	12/14/2018	CANCELED	<u>ELEMENT 7 SANTA BARBARA, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201921010228	07/26/2019	CANCELED	<u>ELEMENT 7 SANTA CRUZ COUNTY LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202004210206	02/10/2020	ACTIVE	<u>ELEMENT 7 SF1 LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202005211077	02/10/2020	ACTIVE	<u>ELEMENT 7 SF2 LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202006010278	02/19/2020	ACTIVE	<u>ELEMENT 7 SF3 LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202006010275	02/19/2020	ACTIVE	<u>ELEMENT 7 SF4 LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201909910451	04/04/2019	CANCELED	<u>ELEMENT 7 SOUTH LAKE TAHOE LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835310381	12/17/2018	ACTIVE	<u>ELEMENT 7 SOUTH SAN FRANCISCO, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202021610584	07/30/2020	ACTIVE	<u>ELEMENT 7 TRACY LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905710635	02/21/2019	ACTIVE	<u>ELEMENT 7 TRUCKEE, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905710640	02/21/2019	ACTIVE	<u>ELEMENT 7 UKIAH, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201908510404	03/21/2019	ACTIVE	<u>ELEMENT 7 WALNUT CREEK LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202012810239	05/04/2020	ACTIVE	<u>ELEMENT 7 WILLITS LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810253	12/20/2018	ACTIVE	<u>ELEMENT 7 WILLOWS, LLC</u>	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905110186	02/19/2019	ACTIVE	<u>ELEMENT 7, LLC</u>	ILLINOIS	CORPNET, INCORPORATED (C3192531)

Showing 1 to 45 of 45 entities

[Previous](#)
[1](#)
[Next](#)

Attachment 3: CA Secretary of State: Business Search Results

Business Search - Business Entities - Business Programs | California Secretary of State

8/5/20, 11:13 PM

Alex Padilla
California Secretary of State

Business Search - Results

The California Business Search is updated daily and reflects work processed through Tuesday, August 4, 2020. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on requesting a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Results of search for LP/LLC Name keyword "element 7" returned 45 entity records (out of 45 records found).

Show entities per page

Narrow search results:

Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
201913310026	05/10/2019	CANCELED	ELEMENT 7 ALAMEDA LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905610582	02/20/2019	ACTIVE	ELEMENT 7 AMERICAN CANYON, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201928010486	10/07/2019	ACTIVE	ELEMENT 7 ANTIOCH LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201836010451	12/20/2018	CANCELED	ELEMENT 7 BANNING, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810258	12/20/2018	ACTIVE	ELEMENT 7 BLYTHE, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201834510255	12/06/2018	ACTIVE	ELEMENT 7 CA, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905610577	02/20/2019	CANCELED	ELEMENT 7 CAPITOLA, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810293	12/20/2018	ACTIVE	ELEMENT 7 CHULA VISTA ONE, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201909910460	04/04/2019	ACTIVE	ELEMENT 7 CONTRA COSTA LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905610585	02/20/2019	CANCELED	ELEMENT 7 COTATI, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
202016310373	06/10/2020	ACTIVE	ELEMENT 7 CRESCENT CITY LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201934510233	12/05/2019	ACTIVE	ELEMENT 7 EL DORADO LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905710153	02/21/2019	ACTIVE	ELEMENT 7 EUREKA, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201934510295	12/05/2019	ACTIVE	ELEMENT 7 FAIRFAX LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201908510415	03/21/2019	ACTIVE	ELEMENT 7 FIREBAUGH LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201905710639	02/21/2019	ACTIVE	ELEMENT 7 FRESNO, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810292	12/20/2018	ACTIVE	ELEMENT 7 HESPERIA, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201835810286	12/20/2018	CANCELED	ELEMENT 7 IMPERIAL BEACH, LLC	CALIFORNIA	CORPNET, INCORPORATED (C3192531)
201431610320	11/12/2014	CANCELED	ELEMENT 7 LABS, LLC	CALIFORNIA	REGISTERED AGENT SOLUTIONS,

<https://businesssearch.sos.ca.gov/CBS/SearchResults?filing=&SearchType=LPLLC&SearchCriteria=element+7&SearchSubType=Keyword>

Page 1 of 3

Attachment 4: Superior Court of California, Count of Orange. Case No.: 30-2020-01140087-CA-BC-CXCf

Electronically Filed by Superior Court of California, County of Orange, 05/26/2020 01:56:25 PM.
30-2020-01140087-CU-BC-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By Sarah Loose, Deputy Clerk.

1 LOUIS J. CISZ, III., State Bar No. 142060
lcisz@nixonpeabody.com
2 RYAN C. C. DUCKETT, State Bar No. 288750
rduckett@nixonpeabody.com
3 NIXON PEABODY LLP
300 South Grand Ave, Suite 4100
4 Los Angeles, CA 90071-3151
Tel: (213) 629-6000
5 Fax:(213) 629-6001
6 Attorneys for Plaintiff
TOROVERDE, INC.
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**
10

11 TOROVERDE, INC., a foreign corporation,
12 Plaintiff,

13 vs.

14 ELEMENT 7, INC., a Delaware company
doing business in California; SIGRA LLC, a
15 California LLC; ELEMENT 7 ALAMEDA
LLC; ELEMENT 7 CAPITOLA, LLC;
16 ELEMENT 7 CONTRA COSTA LLC;
ELEMENT 7 EUREKA, LLC; ELEMENT 7
17 FIREBAUGH LLC; ELEMENT 7 FRESNO,
LLC; ELEMENT 7 IMPERIAL BEACH,
18 LLC; ELEMENT 7 MARINA, LLC;
ELEMENT 7 PITTSBURG, LLC;
19 ELEMENT 7 SOUTH LAKE TAHOE LLC;
ELEMENT 7 UKIAH, LLC; ELEMENT 7
20 WALNUT CREEK LLC; ELEMENT 7
WILLOWS, LLC; and DOES 1-15,
21

22 Defendants.
23

Case No.: 30-2020-01140087-CU-BC-CXC

COMPLAINT FOR:

- (1) **BREACH OF CONTRACT;**
- (2) **BREACH OF THE COVENANT OF**
- GOOD FAITH AND FAIR DEALING;**
- (3) **UNFAIR BUSINESS PRACTICES IN**
- VIOLATION OF B&P CODE § 17200, et**
- seq.;**
- (4) **CONSPIRACY;**
- (5) **CONVERSION;**
- (6) **FRAUDULENT PROMISES;**
- (7) **UNJUST ENRICHMENT;**
- (8) **NEGLIGENCE;**
- (9) **DECLARATORY RELIEF;**
- (10) **PRELIMINARY AND PERMANENT**
- INJUNCTION; AND**

DEMAND FOR JURY TRIAL

Assigned for all purposes to: Judge Randall J. Sherman

Dept: CX105

COMPLAINT FOR DAMAGES

25 Plaintiff ToroVerde, Inc. ("ToroVerde" or "Plaintiff") brings its Complaint against the following
26 parties: Element 7, Inc. ("Defendant Element 7"), a Delaware company doing business in the state of
27
28

From: [Gassaway, David](#)
To: [Kreimeier, Amy](#)
Cc: [Feinstein, David M](#); [Stepanicich, Greg](#)
Subject: FW: Commercial Cannabis Retail Business application
Date: Thursday, February 4, 2021 6:56:12 PM

Amy – this should be provided to City Council as a part of the hearings.

From: Chatwin, Stefan <schatwin@fairfield.ca.gov>
Sent: Wednesday, February 3, 2021 4:28 PM
To: Gassaway, David <dgassaway@fairfield.ca.gov>; Stepanicich, Greg <gstepanicich@rwglaw.com>
Subject: FW: Commercial Cannabis Retail Business application

From: John Jamison <JJamison@jellybelly.com>
Sent: Wednesday, February 3, 2021 3:34 PM
To: Chatwin, Stefan <schatwin@fairfield.ca.gov>
Subject: Commercial Cannabis Retail Business application

Stefan,
I hope you're doing well.

I am reaching out today as Jelly Belly has received notice of an application to operate a Commercial Cannabis Retail Business located at 2320 Courage Drive, right next door to the Jelly Belly campus.

The Jelly Belly Visitor Center, Factory Tour and the entire Jelly Belly campus of buildings draws hundreds of thousands of travelers each year. We see a large number of busses, including school busses and tour busses filled with families and teenage students. What will our family oriented or underage guests say when they see Cannabis signage along the travel route to Jelly Belly? Also, when guests Google Map our campus, you can be certain that the icon to this Cannabis store will show right next to our logo. Our reputation as a welcoming, wholesome image is a huge asset for both Fairfield and Solano County, who have used our great brand equity to attract potential businesses or when marketing to families to make Fairfield their home.

It is not our intention to stop a Cannabis store from locating in Fairfield or even within our Industrial Park. We ask that this type of business does not place

signage in the direct travel path to our world famous Visitor Center and Factory Tour, let alone locate right next door to our Jelly Belly campus so that it shows up on Google or any other maps.

I appreciate whatever guidance you can give me to express our concerns.

Thanks

John

John Jamison

Vice President Retail Operations

Jelly Belly Candy Company

707-399-2338

jjamison@jellybelly.com

FWC Inc.
150 Alaska Ave.
CRM2020-004

CITY OF FAIRFIELD

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION REVIEW SUMMARY

BUSINESS NAME	FWC, Inc.
DBA	Fairfield Cannabis Collective
PERMIT TYPE	Retail
CITY OF FAIRFIELD LOCATION	150 Alaska Ave.
BUSINESS CONTACT INFORMATION	Hayley Andrew, CEO PO BOX 456 Dixon, CA 95620
PHASE II SCORE	94.94% (1,519 points)
PHASE III SCORE	89.13% (2,139 points)
TOTAL COMBINED SCORE	91.45% (3,658 points)

OWNER SUMMARY

- FWC, Inc. has 5 owners:
 - Deanna Garcia, CFO - Deanna Garcia has an ownership interest in eight cannabis companies.
 - Kimberly Cargile, Secretary - Kimberly Cargile is part owner of six cannabis retail businesses.
 - Hayley Andrew, CEO - Haley Andrew founded Dixon Wellness Collective in 2017.
 - David Jones, Board Member - David Jones is Product Manager at Dixon Wellness.
 - Brandi Proffitt, Community Liaison/Board Member - Brandi Proffitt has 20 years retail management experience and helped launch the Napa Cannabis Collective (retail business).
- No owners live in the City of Fairfield, 3 currently live in Solano County.

LOCATION

- FWC Inc. proposes to locate their business at 150 Alaska Ave and has secured a lease on the property.
- The current zoning classification for the subject property is CT (Thoroughfare Commercial).
- Commercial cannabis - retail is a permitted use in the CT zone subject to the requirements of the Fairfield Municipal Code (FMC) Chapter 10E.
- The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property.
- The subject property is located within 200 feet of the Air Base Parkway and N. Texas St. intersection and less than one mile from Interstate 80.

- The site contains an existing 4,000 square foot single tenant building, 12 on-site parking spaces, and is currently fully fenced and gated.

COMMUNITY RELATIONS PLAN

- FWC Inc. proposes to develop a public education plan utilizing the “Let’s Talk Cannabis Community Toolkit” designed by the California Department of Public Health.
- Application lists numerous potential partner organizations and programs within the City, no specific partner has been identified. It is unclear if these organizations have been contacted by FWC Inc.
- FWC Inc. proposes to host Youth Cannabis Awareness & Prevention Nights for parents and adults, and to provide cannabis education to the community through seminars, educational booths at community events, and guest speaking at community events.
- Will commit 5% of profits to charities within Fairfield and Solano County.
- Will provide 5% of a given days sales to specific charities through “Big days of Giving”.
- Each employee provided 8 hours of paid volunteer time per month.

PUBLIC COMMENTS

The City has received three comment letters in objection to a proposed commercial cannabis business at 150 Alaska Ave, attached. The first letter was sent by the owner of 3445-2425 N. Texas St, located east of the subject site across Air Base Parkway and contains one objection. The objection is:

1. The objection to a commercial cannabis business at the subject site is general in nature, cautioning the City on approving retail cannabis stores in the City without substantial oversight and security requirements. The letter also suggests a sunset provision.
 - **RESPONSE:** The commercial cannabis regulatory program approved by the City Council, Fairfield Municipal Code Chapter 10E, contains substantial operating requirements, security requirements, and City oversight. The program has been designed so that commercial cannabis uses operate at the highest of standards. Approval of a commercial cannabis permit is not permanent and does not run with the land. Permits must be renewed yearly and are subject to review. If a business operator does not comply with City or State requirements, Fairfield Municipal Code Chapter 10E contains numerous provisions in which an approved commercial cannabis could be revoked or terminated.

The second letter was provided by the owner of the apartment complex at 131 Alaska Ave. and contains one objection. The objection is:

1. The business should not be permitted due to the presence of children in the project vicinity.

- **RESPONSE:** The subject site meets the locational requirements of Fairfield Municipal Code Chapter 10E and is a permitted use in the CR zone. The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time the project was deemed complete. Fairfield Municipal Code Chapter 10E does prohibit commercial cannabis uses from being located in the vicinity of residential zones.

The third letter was provided by the owners of 2415 and 2445-2475 N. Texas, located east of the subject site across from Air Base Parkway and contains two objections. The objections are:

1. A cannabis business in this area of Fairfield would increase crime, homelessness, loitering, drug deals, and blight, and require an increased police presence.
 - **RESPONSE:** Commercial cannabis businesses must comply with extensive security requirements as outlined by the State of California and the City of Fairfield. This includes requirements for security lighting, security cameras, and the presence of security on site 24 hours a day. The business will be required to comply with the security requirements outlined in Fairfield Municipal Code Chapter 10E. These security measures are well in excess of what would be enacted for a typical retail establishment and will deter criminal activity on site and in the project vicinity. The subject site is currently vacant and has become an attractive site for dumping and for the homeless to gather. The commercial cannabis business will enhance the site and make it visually appealing once more. Upgrading the site from its current condition will enhance the value of the site and the surrounding commercial area. Those experiencing homelessness will be deterred once the business is active and operating. Loitering is strictly prohibited under the requirements of the Fairfield Municipal Code and this will be enforced by the presence of 24-hour security.
2. The business should not be permitted because it is located within ½ mile of Fairfield High School.
 - **RESPONSE:** The subject site meets the locational requirements of Fairfield Municipal Code Chapter 10E and is a permitted use in the CR zone. The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time the project was deemed complete. Fairfield Municipal Code Chapter 10E does prohibit commercial cannabis uses from being located in the vicinity of residential zones.



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-004

Tracking Number

FWC, Inc. dba Fairfield Cannabis Collective

Applicant Name / DBA

2801 Waterman Blvd. #150 Fairfield, CA 94534

Proposed Location

Storefront Retail (A/M)

License Type

SCORE SUMMARY

1,600 Total Points Available

1,523 Points Received

95.19% Total Score Percentage

0 Number of pages over 200 limit

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
1 Business Plan (300 pts)		300	288	
1.1 Owner qualifications. Resumes are not to exceed two (2) pages per owner.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
1.2 A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	32	Budget is broken up into three different documents, and some contents of each appear to overlap, making establishing a conclusive start-up figure difficult.
1.3 Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.4 Financial pro forma for at least three years of operation.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.5 Fully describe hours of operation and opening and closing procedures.	All or none	30	30	Addressed criteria.
1.6 Fully describe the day-to-day operations for each license type being sought.	0% / 50% / 80% / 100% 0 / 50 / 80 / 100	100	96	Failed to distinguish between those 21 and older and medical patients age 18 to 21. Age is not mentioned, nor is physician's recommendation for medical patients.
1.6.1 Additional criteria for RETAIL applications only:				
a. Describe customer check-in procedures.				Check-in process (p.26) failed to distinguish between those 21 and older and medical patients age 18 to 21. Age is not mentioned, nor is physician's recommendation for medical patients.
b. Identify location and procedures for receiving deliveries during business hours.				Addressed criteria.
c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.				Addressed criteria.
d. Estimate the number of customers to be served per hour/day.				Addressed criteria.
e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.				Addressed criteria.
f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.				Not applicable. Narrative at p.28 indicates Applicant will not incorporate deliveries into his business model.
Summary	Haley Andrew founded Dixon Wellness Collective in 2017; Kimberly Cargyle is part owner of six cannabis retail businesses; Deanna Garcia has an ownership interest in eight cannabis companies; David Jones is Product Manager at Dixon Wellness; Brandi Proffitt has 20 years retail management experience and helped launch the Napa Cannabis Collective (retail business). Start-up budget is estimated to be \$ [REDACTED] (see Comment in 1.2 above). Pro Forma spans 4 years. Bank statements and letters of credit combined show Applicant has liquid assets of at least \$ [REDACTED]. Opening procedures include visual inspection of exterior, disarming alarm and employee login to payroll system. Closing procedures include cash counting and locking cash and inventory from sales floor into safe. Deliveries will occur in fully enclosed loading bay with door closed and locked. Applicant will use COVA point of sale software and have 3 sales registers to begin with. Applicant estimates 10 customers/day for the first year, expanding to 10 customers/hour in the second year. Products: 31% dried flower, 69% manufactured products (topicals, concentrates, edibles).			



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-004

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
2 Labor and Local Enterprise Plan (300 pts)		300	243	
2.1 Describe whether the CCB is committed to offering employees a living wage.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	72	Addressed criteria.
2.2 Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	71	Health insurance provided after one year of employment, but narrative lacks detail as to scope (health, dental vision?)
2.3 Describe compensation to and opportunities for continuing education and employee training.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	50	Applicant stated at p. 56 that it will "provide options for external continuing education" but provided no further detail.
2.4 Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.	All or none	25	0	Two of the five owners (40% of ownership) reside in Vacaville 10 miles away on I-80. Three of Applicant's Board Members reside in Solano County.
2.5 Describe the expected number of employees, title/position, and their respected responsibilities.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant will pay equivalent of living wage for single persons with no dependents. Pay scale will be \$15 to \$25/hour. Living wage in Solano County for a single person without children is \$13.38/hour, but with one child it is \$29.18/hour. Employees will have 3 days paid sick leave and full-time employees will have one week's paid vacation. Paid family/maternal leave will be provided. Information re: Calsavers retirement plan will be made available to employees. Employees training will include but not be limited to: Standard Operating Procedures, Safety and Security Training including COVID-19 protocols, and cannabis-specific training including: State Regulations, Fairfield 10E Cannabis Ordinance, the Endocannabinoid System, and Phyto Cannabinoids and Terpenes. Detailed job descriptions are provided.				

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
3 Neighborhood Compatibility Plan (200 pts)		200	200	
3.1 Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and vehicle and pedestrian traffic.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.2 Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.3 Describe odor mitigation practices.	0% / 50% / 80% / 100% 0 / 10 / 16 / 20	20	20	Addressed criteria.
3.4 Identify potential sources of odor	All or none	10	10	Addressed criteria.
3.5 Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.	All or none	10	10	Addressed criteria.
3.6 Describe all proposed system maintenance.	All or none	10	10	Addressed criteria.
3.7 Describe the waste management plan.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant has appointed one of its Directors, Brandi Proffitt, as Community Liaison. Applicant's Membership Guidelines will play a role in nuisance management (for example they address appropriate noise levels) and will be enforced by Security staff. Open House events will be held in part to help address any concerns neighbors have. Exterior lights will be directed toward the ground rather than outwards. Carbon and HEPA air filters in the HVAC system will eliminate potential residual odors that are detectable with child-resistant product packaging. Members will be encouraged to use Applicant's "Express Order" program to minimize traffic impacts. There will be scheduled maintenance of the air filtration system every three months.				



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-004

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
4 Safety Plan (400 pts)		400	396	
4.1 The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	0% / 50% / 80% / 100% 0 / 100 / 160 / 200	200	200	Addressed criteria.
4.1.1 Accident and incident reporting procedures.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
4.1.2 Evacuation routes.	All or none	25	25	Addressed criteria.
4.1.3 The location of fire extinguishers and other fire suppression equipment.	All or none	25	25	Addressed criteria.
4.1.4 Procedures and training for all fire and medical emergencies.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	71	Medical emergency discussion failed to mention first aid training
Summary Fire Safety Plan was prepared by Michael E. Gazsi of Innersec Inc., a Fire Protection Specialist. A lock box will be installed on the exterior of the building, providing keys to all locked doors within the facility. Emergency training for employees will include plans of action in event of fire, earthquake, hurricanes, weather disturbances, workplace violence and terrorist events. Emergency exits are clearly marked in the diagram a p. 98, but the evacuation routes are not. Instruction will include use of fire extinguishers and criteria for whether employees should attempt to extinguish a fire themselves. Medical emergency training includes CPR training.				



Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-004

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
5 Security Plan (400 pts)		400	396	
5.1 The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	All or none	60	60	Addressed criteria.
5.1.1 Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).	0% / 50% / 80% / 100% 0 / 70 / 112 / 140	140	136	Diagram failed to identify limited access areas.
a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)				Addressed criteria.
b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.				Addressed criteria.
c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.				Addressed criteria, however there is no break room.
d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices.				Addressed criteria.
5.1.2 Number and location of all video surveillance cameras				Addressed criteria.
5.2 Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).	All or none	60	60	Addressed criteria.
5.3 Briefly describe cash handling procedures.	0% / 50% / 80% / 100% 0 / 5 / 8 / 10	10	10	Addressed criteria.
5.4 Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:	0% / 50% / 80% / 100% 0 / 65 / 104 / 130	130	130	Addressed criteria.
5.4.1 Number of guards.				Addressed criteria.
5.4.2 Hours guards will be on-site.				Addressed criteria.
5.4.3 Locations at which they will be positioned.				Addressed criteria.
5.4.4 Guards' roles and responsibilities.				Addressed criteria.
Summary Applicant's alarm system will be a professionally installed perimeter and interior alarm system with a valid Underwriters Laboratory (UL) Certificate, and will be monitored by Alert 360 Security, an Oklahoma-based UL Certified Security Service Company. Security guards will be on-site 24 hours/day. There will be [REDACTED] guards, [REDACTED]. During business hours, [REDACTED]. Guards will monitor surveillance cameras, provide escort to vehicles, patrol facility and discourage loitering, on-site consumption, and other prohibited activities. Cash counting will occur in an access-controlled room and will be captured on video. Cash will be stored in a safe, again in an access-controlled room.				



January 27, 2021

VIA FEDEX & EMAIL planning@fairfield.ca.gov

City of Fairfield
Planning Division
1000 Webster Street
Fairfield, CA 94533

RE: Property #3445 - 2425 N. Texas Street, Fairfield, CA ("Property")

Ladies and Gentlemen:

This office serves as managing agent for Jefan LLC, the owner of the above-referenced Property. In that capacity, we received the enclosed Notice of Public Comment Period Regarding Application to Operate a Commercial Cannabis Retail Center, by FWC INC at 150 Alaska Ave. 150 Alaska Ave. is directly across from our Property. On behalf of the owners of the Property, we strenuously object to the granting of cannabis permits to allow the operations of an adult use cannabis store at 150 Alaska Ave.

In our experience, municipal authorities must be very careful in granting licenses and approving uses for adult use cannabis stores, as these businesses, among other things, often attract and create impermissible gatherings and additional maintenance and repair concerns.

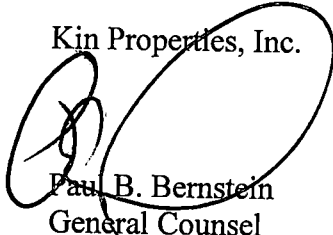
Should any permits be granted to allow such operation, we would hope that it would be subject to substantial and strong compliance oversight and increased security requirements. We also certainly encourage a sunset provision. Then, the situation can be reviewed within a short period of time to determine whether the permits and period of allowed use should be extended. Contingent and temporary permits are effective controls in such situations.

Please share this letter with any and all administrative and elected officials who have responsibility for this matter.

Thank you.

Very truly yours,

Kin Properties, Inc.



Paul B. Bernstein
General Counsel

Phone: (561) 620-9200, ext. 175

PB:wn

Enclosure

cc (via Fedex):
Dollar Tree Stores, Inc. #2341
Attn: Real Estate Department
500 Volvo Parkway
Chesapeake, VA 23320

Lee Cherney
Beth Calay
Paul Ross

From: planning@fairfield.ca.gov
To: [Kreimeier, Amy](#)
Subject: FW: Public Comment Opposing Retail Lease for FWI, Inc.
Date: Monday, February 8, 2021 11:35:25 AM

Cindy Garcia

Cindy Garcia | Office Specialist
City of Fairfield | Community Development Department
Office: 707-428-7452 | Fax: 707-428-7621
cgarcia@fairfield.ca.gov

Please note: Fairfield City Hall is closed the 1st and 3rd Fridays of every month

From: Becky Williamson <becky.williamson@yahoo.com>
Sent: Monday, February 8, 2021 11:30 AM
To: planning@fairfield.ca.gov
Cc: Cary Cheng <ccdogg2001@gmail.com>; Andrew Cheng <aycheng@aol.com>; Hung Ying Cheng <hcheng699@yahoo.com>; Marisa Cornejo <marisa@summitprops.com>
Subject: Public Comment Opposing Retail Lease for FWI, Inc.

To: The City of Fairfield Planning Committee and Fairfield City Council

From: Becky C. Williamson, Trustee of the CSC Bypass Trust, Owner of 131 Alaska Ave. Apartments

We received notification from the City of Fairfield that FWI, Inc. has recently applied for a cannabis commercial retail permit to lease the space at 150 Alaska Ave. While we appreciate that the City has determined no youth centers, commercial day care facilities, K-12 schools, etc, as defined by Fairfield Municipal code Section 10E.18(c) are located within 600 feet of the subject property, the numbers of young children living in the residential areas just west of the retail strip mall the area has not been determined.

At least 50% of our tenants have young children living at our apartment complex on 131 Alaska Ave, less than 600 feet away from the proposed retailer. There are also several other multi-family complexes and residential homes just west of our complex, potentially making cannabis easily accessible to children living in the area. Furthermore, for your consideration, Fairfield High School is just a short 3 minute drive away. While we respect adult choices for recreation, as a community, we feel it is our duty to help protect our children from potential harm.

For the reasons above, the owner of 131 Alaska Ave. would like to **OPPOSE** the City's potential lease of 150 Alaska Ave. to commercial cannabis retailer, FWI. Inc. We hope you feel the same, and will consider leasing to a more community-neutral/positive retailer.

Please let me know if you have any questions.

Sincerely,

Becky C. Williamson
Trustee of The CSC Bypass Trust, Owner of 131 Alaska Ave. Apartments

312.636.6557

CC: Marisa Cornejo, Property Manager, Summit Properties
Hung Y. Cheng, The CSC Bypass Trust, Owner of 131 Alaska Ave. Apartments
Andrew Cheng, The CSC Bypass Trust, Owner of 131 Alaska Ave. Apartments
Cary Cheng, The CSC Bypass Trust, Owner of 131 Alaska Ave. Apartments

SENT VIA EMAIL planning@fairfield.ca.gov

February 8, 2021

Community Development Department
Planning Division
1000 Webster Street, 2nd Floor
Fairfield, CA 94533

Re: 150 Alaska Street, Fairfield CA
Notice of Public Comment

To Whom It Concerns,

This letter responds to the Notice of Public Comment for 150 Alaska Avenue, Fairfield ("Alaska Site").

We are the owners of 2415 N. Texas Street (Parcel 0162-183-190) and 2445 thru 2475 N Texas Street (Parcel 0162-183-170), which properties are located within the Smart and Final shopping center across Airbase Parkway from the Alaska Site.

WE ARE NOT IN FAVOR of the opening of a commercial cannabis business at the Alaska Site for the following reasons:

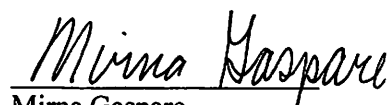
- 1) There are chronic homeless and drug sale problems at the commercial properties along N Texas Street, in particular from Air Base Parkway to Atlantic Avenue. The police are called out multiple times each week to our site to disband and/or arrest the homeless and drug dealers. The addition of a cannabis business nearby will only encourage these groups to hang out and frequent the area. The police work hard and have made great strides in their fight against the blight of this area. Let's continue to support their efforts by not approving a business use that will add problems.
- 2) While the Alaska Site falls outside the 600' minimum distance requirement for a school, Fairfield High School is 1/2 mile from the Alaska Site and easily accessible to the students. Since there are many high school students aged 18 and up, it isn't hard to imagine these adult students purchasing cannabis and then reselling it to under-age users both on and off campus. Do we really need to offer another negative distraction for students and parents in the area?

We have owned our properties more than 25 years and over the last decade the City of Fairfield has dedicated meaningful resources and effort into revitalizing this part of town. The introduction of tenants including Wal-Mart, Smart and Final, Planet Fitness, BurgerIM and Walgreens has not only improved the quality of commercial services available in the area but also the overall safety and quality of life of the surrounding neighborhoods. Let's not risk all the hard-fought progress by permitting a controversial, niche, cannabis store to operate in an area that is revitalizing, already struggling with drug related problems, and a stone's throw from the local high school.

Please feel free to contact us via email (gasparetrust@msn.com) or by phone (858-755-7171) with any questions.

Sincerely,


Martin Gaspare
Trustee of M&M Gaspare Trust


Mirna Gaspare
Trustee of the M&M Trust

**Responsible and
Compliant Retail
Fairfield LLC
180 Serrano, Suite A
CRM2020-008**

CITY OF FAIRFIELD

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION REVIEW SUMMARY

BUSINESS NAME	Responsible and Compliant Retail Fairfield LLC
DBA	Embarc Fairfield
PERMIT TYPE	Retail
CITY OF FAIRFIELD LOCATION	180 Serrano Dr., Suite A
BUSINESS CONTACT INFORMATION	Ron Turner 180 Serrano Drive, Suite A Fairfield, CA 94533
PHASE II SCORE	99.75% (1,596 points)
PHASE III SCORE	92.46% (2,219 points)
TOTAL COMBINED SCORE	95.38% (3,815 points)

OWNER SUMMARY

- The proposed business has four owners:
 - Ron Turner, Chairman, Head of Community Engagement – Ron Turner is a former City of Fairfield police officer and the founder of the Solano County branch of the 100 Club, a non-profit based in Fairfield.
 - Lauren Carpenter, CEO – Lauren Carpenter has worked in the cannabis industry since 2018.
 - George Miller, Head of Government Affairs – George Miller is a former California Coastal Commissioner and the owner of two cannabis retail stores in Contra Costa County.
 - Dustin Moore, Chief Compliance Officer – Dustin Moore has worked in the cannabis industry since 2014 in the United States, Mexico, and Canada.
- None of the owners listed live in Fairfield, one owner lives in Solano County.

LOCATION

- The business is to be located at 180 Serrano Drive, Suite A and has secured a lease on the property.
- The current zoning classification for the subject property is CR (Regional Commercial).
- Commercial cannabis - retail is a permitted use in the CR zone subject to the requirements of the Fairfield Municipal Code (FMC) Chapter 10E.
- The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time of this writing.
- The subject site is located off Auto Mall Parkway, surrounded by commercial uses and is visible from Interstate 80.

- The business will be located within a 2,800 square foot unit in a multi-tenant building with 14 dedicated parking spaces.

COMMUNITY RELATIONS PLAN

- The business will establish a community advisory board to implement their community relations plan and provide community outreach services.
- The business has identified community members who have agreed to serve on the community advisory board including Ron Turner, Debi Tavey, David Isom, Teresa Courtemanche, Elease Cheek, Ruth Forney, Brian Hooker, and Sam Morris.
- The business proposes to have the community advisory board create and implement a youth education program based on the state of California's "Let's Talk" campaign and has provided a framework for the structure, content, and delivery of the program.
- The business proposes a one-time allocation of \$50,000 to create the program and secure necessary infrastructure.
- The business will provide on-going funding in the form of grants to community partners to implement the educational program and has identified the Matt Garcia Foundation as one community partner.
- The business will dedicate 1% of gross receipts, 1% of the sales of in-house brands, and seek 1% of sales from other brands offered for sale to a community investment fund. This fund will be used to provide the grants to community partners. The fund will be managed by the community advisory board.
- The business will host monthly educational panels for adults on a variety of cannabis related topics.
- The business will provide employees up to 40 hours of paid time off to volunteer per year.

PUBLIC COMMENTS

The City has received one comment letter regarding a proposed cannabis business at 180 Serrano Dr, attached. The comment letter was provided by a residential property owner within the projects vicinity and raises 2 objections. The objections are:

1. An increase in parking congestion in the area.
 - **RESPONSE:** The business is located on a multi-tenant site with 14 dedicated on-site parking spaces. The number of parking spaces meets City of Fairfield Zoning Ordinance requirements for retail uses. Commercial cannabis is a high traffic business with high customer turnover. Customers spend significantly less time on site than customers of other retail establishments. The presence of 24-hour security will prevent loitering. The letter references current concerns with parking on the street and in nearby vacant dirt lots. These concerns should be dealt with through the appropriate City channels such as code enforcement.
2. The business should not be permitted due to the presence of children in the project vicinity.

- **RESPONSE:** The subject site meets the locational requirements of Fairfield Municipal Code Chapter 10E and is a permitted use in the CR zone. The City has not identified any sensitive uses, as defined in FMC Section 10E.18 (c), within 600 feet of the subject property at the time the project was deemed complete. Fairfield Municipal Code Chapter 10E does prohibit commercial cannabis uses from being located in the vicinity of residential zones.



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-008

Tracking Number

Responsible and Compliant Retail Fairfield LLC dba Embarc Fairfield

Applicant Name / DBA

180 Serrano Drive, Suite A Fairfield, CA 94533

Proposed Location

Storefront Retail (A/M)

License Type

SCORE SUMMARY

1,600	Total Points Available
1,596	Points Received
99.75%	Total Score Percentage
0	Number of pages over 200 limit

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
1 Business Plan (300 pts)		300	300	
1.1 Owner qualifications. Resumes are not to exceed two (2) pages per owner.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
1.2 A budget for construction, operation, and maintenance, compensation of employees, equipment costs, utility cost, and other operation costs.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.3 Proof of capitalization in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria (see note in Summary).
1.4 Financial pro forma for at least three years of operation.	0% / 50% / 80% / 100% 0 / 20 / 32 / 40	40	40	Addressed criteria.
1.5 Fully describe hours of operation and opening and closing procedures.	All or none	30	30	Addressed criteria.
1.6 Fully describe the day-to-day operations for each license type being sought.	0% / 50% / 80% / 100% 0 / 50 / 80 / 100	100	100	Addressed criteria.
1.6.1 Additional criteria for RETAIL applications only:				
a. Describe customer check-in procedures.				Addressed criteria.
b. Identify location and procedures for receiving deliveries during business hours.				Addressed criteria.
c. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.				Addressed criteria.
d. Estimate the number of customers to be served per hour/day.				Addressed criteria.
e. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.				Addressed criteria.
f. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.				Addressed criteria.
Summary	Owner qualifications are provided for Lauren Carpenter (45%), Dustin Moore (45%), Ron Turner (5%), and George Miller (5%). Applicant identifies start-up budget as \$ [REDACTED]. There is proof of capital in the form of a letter of credit from Sandra Schlemm, who is not among the principals listed in the application, but there is a Leonard Schlemm, the Vice President of Finance and Corporate Development. Applicant provided a 5-year Pro Forma. Electronic access cards restrict employee entry to within one hour of the store opening and one hour of the store closing to prohibit after-hours or unauthorized access. Applicant will use Blaze for its point of sale software, with six sales registers. Applicant anticipates serving 350 customers per day, 240 in the retail store and 110 via deliveries. Applicant believes it will meet industry averages on product sales: Flower (40%), concentrates (31%), edibles (14%), and pre-rolls (10%), with the remaining 10% shared between topicals and other cannabis products. Applicant provided detailed delivery procedure discussion and anticipate using 5 vehicles.			

Fairfield Commercial Cannabis Application Phase 2 Criteria Evaluation Report

CRM2020-008

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
2 Labor and Local Enterprise Plan (300 pts)		300	296	
2.1 Describe whether the CCB is committed to offering employees a living wage.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.2 Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	71	Applicant states at p. 86 that it "contributes significantly to [health insurance] programs" but does not specify a ratio. Vacation is listed among the benefits but there are no details.
2.3 Describe compensation to and opportunities for continuing education and employee training.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
2.4 Describe the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside, own a commercial business, or operate a non-profit within the City of Fairfield, for at least one year prior to June 1, 2020.	All or none	25	25	Addressed criteria.
2.5 Describe the expected number of employees, title/position, and their respected responsibilities.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Embarc's retail employees are paid starting salaries of at least \$17/hour up to nearly \$50/hour for senior managers. Comprehensive benefits package will include health, dental and vision, and 100% employer paid premium life insurance policies. Financial literacy training and employee stock options (ESOP) are included in the benefits package. Sick leave, time off for voting, and several other forms of available leave are detailed at p.86. Paid two-week training is provided upon hiring; period trainings will follow. Employees will have opportunities to serve as paid mentors in educating new hires and for ongoing all-staff trainings. Tuition assistance and a scholarship program are also provided. Ron Turner is a former Fairfield resident and Police Officer and current operator of the 100 Club of Solano & Yolo Counties, a nonprofit 501(c)(3) organization founded in 2016 and headquartered in Fairfield. Applicant anticipates 20 employees and provides detailed job descriptions.				

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
3 Neighborhood Compatibility Plan (200 pts)		200	200	
3.1 Describe how the CCB will proactively address and respond to complaints related to noise, light, odor, litter, and vehicle and pedestrian traffic.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.2 Describe how the CCB will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
3.3 Describe odor mitigation practices.	0% / 50% / 80% / 100% 0 / 10 / 16 / 20	20	20	Addressed criteria.
3.4 Identify potential sources of odor	All or none	10	10	Addressed criteria.
3.5 Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.	All or none	10	10	Addressed criteria.
3.6 Describe all proposed system maintenance.	All or none	10	10	Addressed criteria.
3.7 Describe the waste management plan.	0% / 50% / 80% / 100% 0 / 25 / 40 / 50	50	50	Addressed criteria.
Summary Applicant will request that a Good Neighbor Policy be included in its conditional use permit. Applicant will designate an emergency contact and provide his/her contact information to the Chief of Police, and will maintain proper ventilation to ensure odor control, prohibit loitering, littering, on-site consumption and double parking to minimize traffic impacts. Applicant will prohibit horns/signal devices except those needed to warn of danger. Exterior lighting will be shielded LED lamps with full cutoff fixtures to limit glare and deter trespass. Applicant will use an odor absorbing HVAC system employing high-tech air scrubbing and carbon filtration systems, with negative air pressure. Discussion focuses on maintenance of HVAC system, network servers, smoke detectors and surveillance cameras. Cannabis waste on the licensed premises will be secured in a receptacle/area that is restricted to the licensee, its employees, or an authorized waste hauler. Gaica is the contracted waste hauler.				



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-008

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
4 Safety Plan (400 pts)		400	400	
4.1 The Safety Plan should consider all possible fire, medical, and hazardous situations, and shall be prepared and/or assessed by a professional fire prevention and suppression consultant. Complete policy/procedures manuals are not required with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	0% / 50% / 80% / 100% 0 / 100 / 160 / 200	200	200	Addressed criteria.
4.1.1 Accident and incident reporting procedures.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
4.1.2 Evacuation routes.	All or none	25	25	Addressed criteria.
4.1.3 The location of fire extinguishers and other fire suppression equipment.	All or none	25	25	Addressed criteria.
4.1.4 Procedures and training for all fire and medical emergencies.	0% / 50% / 80% / 100% 0 / 37.5 / 60 / 75	75	75	Addressed criteria.
Summary	The Safety Plan was prepared by consultants David Hoover and Bret Tresidder of HYT Corporation, a firm specializing in fire suppression. Safety Plan includes criteria that must be met before employees attempt to extinguish a fire themselves. All Embarc managers will be provided a CPR course prior to the store opening. The facility has an automatic sprinkler system, per notation on p. 122 (not shown on diagrams). In addition to Cal-OSHA training, employees will be trained in means of reporting incidents, evacuation procedures, and rescue and medical duties.			



Fairfield Commercial Cannabis Application
Phase 2 Criteria Evaluation Report

CRM2020-008

Tracking Number

Criteria	Scoring Basis	Points Available	Points Received	Evaluation
5 Security Plan (400 pts)		400	400	
5.1 The Security Plan should consider all access control, inventory control, cash handling procedures, and shall be prepared and/or assessed by a professional security consultant. Complete policy/procedures manuals are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process. Please describe each of the following:	All or none	60	60	Addressed criteria.
5.1.1 Premises (Security) Diagram. Applicants shall submit a premises diagram (or site plan) which focuses on the proposed security measures and how they relate to the overall business. (This is identical to the state requirement for such a diagram contained in CCR Title 16, Division 42, § 5006. Premises Diagram).	0% / 50% / 80% / 100% 0 / 70 / 112 / 140	140	140	Addressed criteria.
a. The diagram shall be accurate, dimensioned and to scale (minimum scale ¼"). The scale may be smaller if the proposed location exceeds more than a 1/2-acre parcel but must not be printed on larger than an 11" x 17" sheet of paper. (Blueprints and engineering site plans are not required to be submitted with the initial application materials but may be requested by the City during the application evaluation process)				Addressed criteria, but no internal measurements of the interior spaces were provided.
b. The diagram must be drawn to scale and clearly identify property boundaries, entrances, exits, interior partitions, walls, rooms, windows, and doorways. The activity in each room and the location of all cameras must be identified in the diagram.				Addressed criteria.
c. The diagram must describe cannabis activity that will be conducted in each area of the premises. Commercial cannabis activities that must be identified on the diagram/site plan include the following, if applicable to the business operations: storage areas, batch sampling areas, loading/unloading of shipment areas, packaging and labeling areas, customer sales areas, training areas, employee break room areas, extraction areas, infusion areas, processing areas, and testing areas.				Addressed criteria.
d. The diagram must include limited-access areas, defined as areas in which cannabis goods are stored or held and only accessible to the permittee, or its employees or contractors and areas used for video surveillance monitoring and storage devices.				Addressed criteria.
5.1.2 Number and location of all video surveillance cameras				Addressed criteria.
5.2 Identify the intrusion alarm and monitoring system including the name and contact information for the monitoring company (if the company has been selected).	All or none	60	60	Addressed criteria.
5.3 Briefly describe cash handling procedures.	0% / 50% / 80% / 100% 0 / 5 / 8 / 10	10	10	Addressed criteria.
5.4 Discuss whether the CCB will utilize the services of on-site security guards. Include in the discussion:	0% / 50% / 80% / 100% 0 / 65 / 104 / 130	130	130	Addressed criteria.
5.4.1 Number of guards.				Addressed criteria.
5.4.2 Hours guards will be on-site.				Addressed criteria.
5.4.3 Locations at which they will be positioned.				Addressed criteria.
5.4.4 Guards' roles and responsibilities.				Addressed criteria.
Summary	The alarm system is manufactured by Bosch, an industry leading UL Certified intrusion alarm manufacturer. Narrative includes notification procedures for both an intrusion alarm as well as a panic alarm. DVR device/server is located in the vault. Video monitoring equipment for the entire facility can be done from [REDACTED] locations: [REDACTED]. Currency stored on site will be stored in a Underwriters Laboratory-certified burglary resistant safe. Transport of cash off-site will be done by a CHP-licensed armored carrier with armed, uniformed security. Cash counting will occur in a designated office and will be manager-supervised and captured on video. There will be [REDACTED] guards on-site during business hours, and [REDACTED] after hours. Guards will be stationed at [REDACTED] points in the facility involving interaction with the public/outside vendors: [REDACTED].			

Lippstreu Rentals
5194 Clayton Road
Fairfield, CA 94534

January 31, 2021

City of Fairfield
Community Development Department
1000 Webster Street 2nd Floor
Fairfield, CA 94533

RECEIVED

FEB 04 2021

City of Fairfield
Community Development Dept

To whom it may concern,

We have owned duplexes at 202-204-208 Hamilton Drive, Fairfield, CA for over 40 years. We have maintained our properties and we are very proud of our rentals.


Since the DMV has moved into the Hamilton/Serrano area, cars are parked on the streets for hours at a time. With the City considering a commercial cannabis business in close range of our buildings, we are extremely concerned about the clients as well as the parking congestion being created in the neighborhood.


We had to construct a \$15,000.00 fence on our properties to keep the homeless from our buildings. Cars are constantly parking in the dirt lots adjacent to our buildings. The homeless population living in the creek is extremely active and causes daily concerns for our properties.

While the commercial development of this area is happening, we are still a residential community on Hamilton Drive. Several of our tenants have families with younger family members. Is this cannabis business the only possible choice for the area?

Thank you for your attention to our concerns.

Yours truly,


Susan Lippstreu—Owner


Lynn Lippstreu -- Manager

General Public Comments



February 8, 2021

Stefan Chatwin
City Manager
The City of Fairfield
1000 Webster Street
Fairfield, CA 94533

RE: Request for City Council to consider SPCF, LLC., 5113 Business Center Drive,
CRM2020-009 in Phase V of the Commercial Cannabis RFP process pursuant to
Fairfield Municipal Code (FMC) 10E.8 (C)

Dear Mr. Chatwin:

As you know, the City of Fairfield, in conjunction with HdL, implemented a process that will permit and regulate commercial cannabis within the City, including up to two cannabis retail businesses. The objective of a competitive process is laudable. Unfortunately, even the best process can include flaws which can inhibit the City's ability to identify the best operators that meet the expectations of the City Council and are reflective of the community they will ultimately serve.

The City of Fairfield's process has been hampered by the unfortunate weight placed on written applications, which represents 40 percent of the initial score. While this design, which has been utilized across multiple jurisdictions, was intended to capture an applicant's ability to express and present their knowledge of operating cannabis dispensaries, it has morphed into a process whereby professional writers with experience answering HdL's criteria simply regurgitate responses that they know will yield them the highest scoring application. In a nutshell, it has made application writing more important than the applicant's ability to actually execute on their proposals. In fact, it has become abundantly clear to industry observers that competitive application processes based on written evaluations do not reliably identify the most qualified applicants. This flawed process has led to a boom in groups who simply collect licenses in the hopes of selling them to the highest bidder.

For this reason, local jurisdictions across the state are reconsidering whether a written competitive process is the best approach. Does this mean written materials should be excluded? Absolutely not. While some written competition can still prove useful, greater weight and import should be given to the proven ability to execute; the interview and council presentations. Additionally, a simple tour of open operating facilities and a statistical review of licenses acquired vs licenses opened will establish operators versus applicants.

SPARC (SPCF, LLC) is a seasoned operator with a proven track record extending back nearly 20 years in the Bay Area. The knowledge, experience, and skill of the owners-operators was clearly demonstrated in the interview process, as SPCF earned more points in Phase III than any other applicant based on the



published score sheets. This strong showing reflected the fact that SPARC is a team of experienced cannabis professionals.

Yet in spite of the strength of our interview score, we placed 6th in the overall scoring and will not likely be considered by the City Council. This specifically highlights the flaw in the weight given to the written materials. Based on our understanding of the City's process, SPARC will miss council consideration based on a two (2) point scoring difference. Two points could have boiled down to the use of specific words, or the exclusion of a reference to a code or regulation. Two points reflecting the difference between the fifth and sixth placed applicants is .05%. Therefore we believe that statistically, our application is tied for fifth place.

By contrast, the difference between the 6th and 7th scoring applicants is 45 points, representing a substantive scoring difference, highlighting the significance of the margin of difference between fifth and sixth scoring applicants. In the interest of selecting the most qualified applicants to operate cannabis retail storefronts in Fairfield, we believe the City Council should consider the six highest scoring applicants following Phase III, which we argue is permissible under your existing ordinance.

FMC Chapter 10E.8 (c) says that "The City reserves the right to reject any or all applications. Prior to permit issuance, the City may modify, postpone, or cancel any request for applications, or the entire program under this Chapter without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under State law." The current scenario is exactly why this flexibility was built into the original ordinance. By exercising this discretion, the City can better meet the objectives of the RFP and ensure that the most qualified applicants are selected.

For the reasons previously stated, we respectfully request that SPARC (SPCF, LLC) move forward for consideration and thank you for your attention to this request. Should you have any questions or need more information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Erich Pearson".

Erich Pearson
Founder and CEO

Cc: Honorable Harry Price, Mayor, City of Fairfield
Honorable Members, Fairfield City Council



February 12, 2021

City of Fairfield
Community Development Department, 2nd Floor
1000 Webster Street
Fairfield, CA, 94533

RE: Request for Reconsideration, Community Veterans of Fairfield LLC, CRM2020-006 1500 W TEXAS ST

Dear City Manager:

Thank you for your email response in regard to our application CRM2020-006. Our corporate, legal, and licensing teams have conducted a thorough review of our originally submitted application, the requirements provided us by the City of Fairfield prior to submittal, as well as the scoring and comments provided us from HDL in response to our public records request.

After completing our review, it is our opinion that there are major discrepancies between what was requested by the City, what we provided in our written application, and the points we received for specific sections of our scorecard. Based on these score discrepancies, we would like to request a meeting with the City Manager for reconsideration. Additionally, as part of our request for reconsideration, we are providing an analysis of the discrepancies we have identified in the scoring process which can be found in the following exhibits:

- [Exhibit A:](#) Scoring Analysis for Subsection 1.3
- [Exhibit B:](#) Scoring Analysis for Subsection 1.6 + 1.6.1b
- [Exhibit C:](#) Scoring Analysis for Subsection 2.3
- [Exhibit D:](#) Scoring Analysis for Subsection 3.1+3.2+3.3
- [Exhibit E:](#) Scoring Analysis for Subsection 4.1.1
- [Exhibit F:](#) Scoring Analysis for Subsection 5.1
- [Exhibit G:](#) Original Submission
- [Exhibit H:](#) HDL Scorecard

Considering HDL is a contracted company to score these applications, we also believe it is important to the city to see and understand the significant discrepancies between the score, and what appears to be significant contradictions to what we as the applicant provided.

Scoring Summary:

Based off the initial scorecard, we received a score of **1,413** points out of a potential **1,600** points on our written application, and **2,150** out of **2,400** points on our interview.

We feel strongly, and have provided substantial documentation to support, the following re-scoring of certain sections of our application:

Section 1 / Subsection 1.3 + 1.6b:

Original Score: 262 of 300

Based off the documentation provided, we believe the correct score to be: 300 of 300

Section 2 / Subsection 2.3:

Original Score: 257 of 300

Based off the documentation provided, we believe the correct score to be: 294 of 300

Section 3 / Subsection 3.1 + 3.2 + 3.3:

Original Score: 168 of 200

Based off the documentation provided, we believe the correct score to be: 192 of 200

Section 4 / Subsection 4.1.1:

Original Score: 386 of 400

Based off the documentation provided, we believe the correct score to be: 390 of 400

Section 5 / Subsection 5.1:

Original Score: 340 of 400

Based off the documentation provided, we believe the correct score to be: 380 of 400

Based off the documentation, we believe the correct cumulative score of our written application is: **1,556**

The combined score of our written application of **1,556**, and our interview score of **2,150**, gives us a cumulative score of **3,706**. This score would rank our application as the #2 scoring application overall, based off the rankings provided by the City.

For this reason, we are requesting the City of Fairfield halt any further progress towards the public comment period, until we have an opportunity to have our application rescored. Based off our review, and in line with the documentation provided, we fully believe that **CRM2020-006 should be the number two scoring application and should be moving forward to the public comment period.** Thank you in advance for your rapid response to this serious matter.

Sincerely,



Daniel Wise

President & CEO, Cake Enterprises Inc. & Community Veterans of Fairfield, LLC.

(512) 745-3242

danny@currntcannabis.com

Starting with page one of the HDL scorecard, please see the attached narrative and documentation to the aforementioned discrepancies in scoring: